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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 15 नवम्बर, 1965 तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 5th November, 1965 :—

Issue No.	No. and Date	Issued by	Subject
281	S.O. 3544, dated 10th November, 1965.	Ministry of Commerce.	Further amendment to the exports (Control) Order, 1962.
282	S.O. 3545, dated 11th November, 1965.	Cabinet Secretariat.	Amendments in the Government of India (Allocation of Business) Rules, 1961.
283	S.O. 3546, dated 11th November, 1965.	Ministry of Civil Aviation.	Restrictions on Flying into or over certain areas of North East India.
284	S.O. 3547, dated 12th November, 1965.	Ministry of Finance.	Notifying certain institutions under the Income-tax Act, 1961.

Issue No.	No. and Date	Issued by	Subject
285.	S.O. 3548, dated 13th November, 1965.	Election Commission, India.	Corrigendum to S.O. 2787, dated 2nd September, 1965.
286.	S.O. 3549, dated 15th November, 1965.	Do.	Amendments to Notification No. 434/MD/63 (2), dated 11th November, 1963.

ऊपर लिखे असाधारण गजटों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II —खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रिय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 20th November 1965

S.O. 3618.—In pursuance of clause (b) of sub-section 6 of section 116A of the Representation of the People Act, 1951, the Election Commission hereby publishes the judgment of the High Court of Judicature, Andhra Pradesh at Hyderabad given on the 25th October, 1965, on an appeal from the order, dated the 3rd May, 1965, of the Election Tribunal, Hyderabad.

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD.

Monday, the Twenty fifth day of October, One thousand nine hundred and sixty five.

PRESENT:

The Hon'ble Mr. Justice Basi Reddy.

AND

The Hon'ble Mr. Justice Anantanarayana Ayyar.

SPECIAL APPEAL No. 1 OF 1965 AND CIVIL MISCELLANEOUS PETITION No. 9338 OF 1965.

Ahmed Mohiuddin—Appellant (Respondent).

Vs.

G. Malla Reddy—Respondent (Petitioner).

Appeal against the Judgment and order of the Election Tribunal, Hyderabad dated 3rd May, 1965 and passed in E.P. No. 12 of 1962.

CIVIL MISCELLANEOUS PETITION NO. 9338 OF 1965

Petition praying that in the circumstances stated therein, the High Court will be pleased to allow the Appellant (Petitioner) to raise the following grounds as additional grounds i.e. (1) Because the Hon'ble Election Tribunal ought to have allowed I.A. No. 4 of 1964 by holding that the election petition does not exist inasmuch as the election petitioner in his sworn deposition on 25th January, 1964, had stated that the election petition drafted on his instructions, that he was not,

aware of its contents or of the grounds covered therein, nor were the grounds read out and explained to him, instead of which the election Tribunal wrongly dismissed the said I.A. by order, dated 20th February, 1965. (2) Because the Hon'ble Election Tribunal ought to have rejected the claim of privilege, claimed by the Secretary, Ministry of Food and Agriculture, Government of India, with regard to 12 material documents, and ought to have decided the question in the light of the directions of the Hon'ble High Court made in Judgment and order, dated 18th November, 1963 in W.P. No. 958 of 1963. Failure of the Tribunal to do so has resulted in exclusion of material evidence and a wrong decision of issues involved.

This Appeal and the Petition coming on for hearing on Monday the 29th, Tuesday the 21st and Wednesday the 22nd days of September, 1965, upon perusing the grounds of Appeal, the petition and the Judgment of the Lower Court and the records in the case and upon hearing the arguments of M/s. S. P. Sinha, Yunus Saleem, Ali Adil and Syed Show Md. Qadri, Advocates for the appellant and of M/s. B. C. Jain, C. P. Sarathy and Smt. C. Jayashree Sarathy, Advocates for the respondent and having stood over for consideration till this day, the court delivered the following:—

JUDGMENT

(Judgment of the Bench delivered by Ananthanarayana Ayyar, J.)

In the election to Lok Sabha from the Secunderabad Parliamentary Constituency in the General Elections held in 1962, seven persons filed their nominations before the Returning Officer, namely, the Collector of Hyderabad District. Among those were Shri Konda Satyanarayana Reddy, Shri G. Malla Reddy and Shri Ahmed Mohiuddin. At the time of scrutiny of the nomination papers, Konda Satyanarayana Reddy raised an objection that G. Malla Reddy had entered into a contract with the Government (appropriate Government) on 1st August, 1957, that the contract was really a tripartite agreement between the Government of Andhra Pradesh and the Government of India and Shri G. Malla Reddy and that the contract was subsisting with the result that Shri G. Malla Reddy incurred a disqualification under Section 7(d) of the Representation of the People Act (Central Act 43 of 1951). Malla Reddy opposed the objection. The Returning Officer heard the learned Counsel on both sides and passed an order, dated 23rd January, 1962, holding as follows:—

“.....though formal agreement was entered into by the Miller (G. Malla Reddy) with the State Government, for all practical purposes, Shri Malla Reddy has accepted by his conduct his contractual obligations with the Central Government. The State Government was only acting as an un-disclosed agent to the Central Government and the contract is subsisting.

I, therefore, hold that the candidate incurs the disqualification enumerated in Section (7) (d) The objections are upheld and the nomination paper is rejected.”

Subsequently, the objector Konda Satyanarayana Reddy withdrew from the contest. The Election took place in due course and resulted in success for Shri Ahmed Mohiuddin. After the latter was declared as duly elected, Shri G. Malla Reddy (hereafter referred to in this Judgment as the Election Petitioner) filed an Election Petition (S.P. No. 12 of 1962) before the Election Tribunal at Hyderabad against Shri Ahmed Mohiuddin (hereinafter referred to as the Election Respondent). The learned Tribunal, after full trial, allowed the Election Petition and declared the election of the Election Respondent void, holding as follows:—

“The whole of the documentary and oral evidence conclusively establishes that the contract was with the State Government. That being so, in my opinion, the Returning Officer was wrong in rejecting the nomination paper of the petitioner on the ground that he entered into a contract with the Union Government.”

He also awarded costs to the Election Petitioner and fixed the Advocate's fee at Rs. 500. The Election Respondent filed this appeal against the decision of the Election Tribunal.

Beyond doubt or dispute, the Election Petitioner (Shri G. Malla Reddy) entered into an agreement, dated 1st August, 1957. The original contract is Ex. B. 12 and its copy is Ex. A. 1. Its relevant provisions are as follows:—

AGREEMENT BOND

This agreement made in exercise of the executive powers of the States, this 1st day of August, 1957.

BETWEEN

The Governor of Andhra Pradesh, Hyderabad (hereinafter called the Government which expression shall include his successors, assignees of the one part and Shri G. Malla Reddy, Prop. M/s. Janata Rice Mill, Chandrayan Gutta, son of Shri G. Venkat Reddy, Caste Hindu, Reddy, age 40 years, occupation Contractor, resident at Chandrayan Gutta, Hyderabad (hereinafter called the mill owner) which expression shall include his representatives, heirs, executors, administrators, and assignees of the other part:

Whereas the Government require the rice stocks to be cleansed; and

Whereas the mill owner has agreed to cleanse the rice stock as given to him from time to time;

It is hereby agreed by and between the parties as follows:—

1. Soon after the consignment is received at either Nampally or Kachiguda Railway Station, the representative of the Civil Supplies Department in the presence of the representative of the miller, will simultaneously unload the wagon and deliver after 10 per cent weighment of the consignment, to the miller: but the unloading charges shall be borne by the miller according to the condition in the tender. The miller at his own cost shall load the lorries and shift the consignment to his mill, cleanse, re-bag, standardise (110 seers each bag), stitch and re-shift from the mill to the Civil Supplies Godowns.

2. The shifting of entire stocks from the Railway station to the mill will have to be done under the immediate supervision of the representative of the Civil Supplies and Central Storage Department.

3. Soon after the consignment is unloaded at the mill it will be kept under the joint seal of the representatives of the Civil Supplies and Central storage Department and the miller.

4. The miller should clean only such rice as declared fit for cleansing by the supervising official and keep any rice declared as bad separately till final orders are given for its disposal. The miller is entitled to any rent for the storage of such rice declared bad for a period of one month. Thereafter he is entitled to a rent of Re. 1 per month for 100 palls.

5. The rice will be cleansed under the immediate supervision of the Civil Supplies and the Central Storage Department.

6. The cleansed rice stocks will be kept in the mill godowns under the joint seal of the Civil Supplies and Central Storage Department authorities and the miller till it is shifted to Civil Supplies Godowns. The stocks shall be considered to be under the custody of the mill-owner, who shall be held wholly responsible for any shortage, accident or damage caused to the goods so stored.

7. The mill owner shall be paid cleansing and polishing charges at the rate of 31 Naya paise (thirty one Naya paise) per maund of cleansed rice delivered by him.

8. Konda and param derived during cleansing operation will be the Government property which will be auctioned and delivered to the purchaser from the mill only. The miller will be responsible for the safe custody of Konda and param etc., till the purchaser takes delivery. In the event of storage for over a month, the miller will be allowed rent.....

9. The Mill-owner shall deliver the cleansed rice at the Civil Supplies Godowns, the very next day of cleansing the rice.

10. The Hammali of unloading of cleansed rice at the time of delivery by the miller at the godowns shall be borne by the department.

11. The security deposit of Rs. 1,000 shall be refundable after settlement of accounts. The mill owner must get his accounts settled within one month of completing the cleansing operation.

12. In case of contravention of any of the above-mentioned conditions, the departments shall have the right to take over the rice stocks completely and entrust the work of cleansing to any other miller. The Government shall be entitled to forfeit the deposit or recover the charges or losses incurred by them in this respect from the amount of deposit or from the person and property of the mill-owner or from both under provision of the Hyderabad Public Demand Recovery Act, 1308 Fasli (IV of 1308 Fasli) or any other law for the time being in force in that behalf.

13. In case any difference arises between the parties hereto touching these provisions or the subject-matter thereof and whether such difference relates to the construction or interpretation of these provisions or otherwise, the parties agree to accept the decision of the Commissioner, Civil Supplies, the Government of Andhra Pradesh, Hyderabad as final and binding.

In witness whereof Shri B. P. R. Vithal, Director, Civil Supplies, authorised by the Governor of Andhra Pradesh, Hyderabad and Sri G. Malla Reddy, Prop. Janata Rice Mill, the mill-owner have set their hands on (1st August, 1957), herein above in the presence of the following witnesses:

Witnesses:

1. Sd.
2. Sd.

(Signature of Mill-owner)

Sd.

(Authorised by the Governor of Andhra Pradesh.)"

In the Election Petition, the Election Petitioner contended that the contract (Ex. B. 12) was between him and the Government of Andhra Pradesh alone, that it was not with the Union Government and that the contract had ceased to subsist on the date of filing of the nomination of the Election Petitioner. He also contended that the finding of the Returning Officer that the contract was with the Union Government and was subsisting was untenable for various reasons mentioned in the Election Petition. The Election Respondent filed a counter denying the contentions which had been put forward by the Election Petitioner in the Election Petition and also contending as follows:—

'The agreement, dated 1st August, 1957, was with the Government of India represented by the Government of Andhra Pradesh. The subsequent conduct of the parties thereto, correspondence, and the fact of the petitioner supplying goods to the Government of India abundantly establish the nature of the contract between the petitioner and the appropriate Government namely, the Government of India.

As the contract has been entered into with the Government of Andhra Pradesh representing the Government of India the question of expressing the contract the name of the President of India does not arise. The provisions of Article 299 of the Constitution have been complied with.....

The alleged notice, dated 18th January, 1962 (which was issued by the Election Petitioner on 18th January, 1962, renouncing the rights under the contract under S. 63 of the Contract Act to the Andhra Pradesh Government and was served on 19th January, 1962, on the Director of Civil Supplies (R.W. 4) who has signed the agreement (Ex. B. 12) as authorised representative of the Andhra Pradesh Government) is in any case ineffective unless accepted by Central Government. No notice was served on Central Government."

On the pleadings, the learned Tribunal framed four issues as follows:—

- (1) Whether, on the date of the nomination, there was no subsisting contract between the petitioner and the Central Government for the supply of goods or for the execution of any works undertaken by the Central Government?
- (2) Did the Government of Andhra Pradesh act as agent of the Central Government in regard to the contract of 1st August, 1957?
- (3) Whether the subsequent conduct of the petitioner, as alleged by the respondent is enough to establish privity of contract between the Central Government and the petitioner?
- (4) To what relief is the petitioner entitled?

The Election Respondent let in evidence first in view of the clear undisputed position regarding the burden of proof. He examined nine witnesses before the Tribunal and eight witnesses on commission. He also marked a large number of documents. Of these witnesses, R.W. 4 was the Director of Civil Supplies in 1962 who had signed the contract (Ex. B. 12). The other were various officers of the Central Government and the Andhra Pradesh Government. Exs. B. 1 to B. 33 were marked before the Tribunal and Ex. C. 1 and Ex. C. 2 before the Commissioner at Delhi.

The Election Petitioner deposed as his sole witness. He marked Ex. A. 1 to Ex. A. 5. When the Election respondent sought to get some documents produced as evidence from the Union Government, the Secretary of the Ministry of Food claimed privilege regarding some of them. The learned Tribunal passed an order, dated 15th July, 1953, upholding the plea of the Secretary claiming privilege. The Election Respondent filed a Writ Petition in this Court. The latter quashed the order of the Tribunal and issued a direction that the Tribunal might consider whether the claim of privilege should be allowed or not if necessity arose for doing so in the circumstances indicated in that direction by the High Court.

The learned Tribunal referred in its order to the contentions raised by both sides as follows:—

".....Sri Jain (for the Election Petitioner) urged that the Returning Officer had erred egregiously in coming to the conclusion that the contract was with the Union Government merely on the correspondence between the Union Government and the State Government and the indicia pointed out in his order which according to the Returning Officer went to show that the contract was with the Union Government could not be enough to establish privity of contract between the petitioner and the Union Government. Mr. Jain further argued that the Returning Officer mainly relied upon the circumstance of the cleansing charges having been paid by the Government of India; the fact that there was, besides the supervision of the officers of the Andhra Pradesh Government, the supervision of the Central Government Officers also that the goods were received from the Central Godowns. On behalf of the respondent, Shri S. P. Sinha laid stress on the fact that if it was a contract only with the Government of Andhra Pradesh, there was no necessity for a supervision of the Government of India being superimposed over that of the Andhra Pradesh Officials. Learned Counsel also urged that, at every stage, the Government of India came into the picture; that the correspondence made it clear and established conclusively that although *ex-facie* the contract appeared to be one with the State Government, in reality it was a contract with the Union Government."

The learned Advocate for the Election Respondent has taken before us, in this appeal, a stand which is somewhat different from the stand which he took as mentioned above in the proceedings before the learned Tribunal. The stand which he has taken before us is that Ex. B-12 was a contract by the Election Petitioner with the Union Government and the Andhra Pradesh Government as distinct from the contention before the Tribunal that the contract was with the Union Government alone represented by the Andhra Pradesh Government as an agent. The contention urged before us in this respect is the same as the contention which had been urged against the Election Petitioner on behalf of Konda Satvanaravana Reddy before the Returning Officer. The learned Tribunal referred to the principles laid down in various decisions and observed as follows:—

".....This decision (BHAGWAN SINGH VS. RAMESWAR PERSHAD SASTRI—21 F.L.R. 126) would emphasise the principle that in order to determine as to who the contracting party is, this test might be applied as to who is the person who is really responsible for the profit or loss and in the case before me, who is the person liable to pay the cleansing charges. Who could be sued for the charges of cleansing under the agreement, Ex. A1....."

The learned Tribunal relied on the following facts for coming to his final conclusion and giving his finding against the Election Respondent on the four issues:—

- (1) Ex. B.12 is executed in favour of the Governor and is signed by R.W. 4, the Director of Civil Supplies, authorised by the Governor of Andhra Pradesh.

- (2) Clause 13 of Ex. B.12 provides for final and binding decision by the Commissioner of Civil Supplies, Government of Andhra Pradesh.
- (3) The Government of India is not in the picture at all. The provision for supervision of Central Government Officers and the fact of delivery of Konda and Param to the Union Government Officers is not decisive or material.

In the course of arguments, Sri S. P. Sinha, the learned Advocate for the Election Respondent, referred extensively to the evidence relating to the background to the contract (Ex. B.12) and also to various facts and circumstances which are appearing in evidence relating to the conduct of the Election Petitioner and the two Governments, represented by their Officials. Shri Jain, the learned Advocate for the Election Petitioner, also referred to some features in the evidence referred to above.

For a correct understanding and proper appreciation of the arguments of both sides, we find it necessary to set out certain facts and circumstances which appear in the background as well as in the foreground relating to the contract.

R.W. 4 deposed as follows:—

“..... the old stocks of rice were taken over from the erstwhile Government of Hyderabad by the Government of India and (were) being re-issued to the State Government for distribution through fair price shops..... The condition of this rice was very bad.”

R.W. 4 also says as follows:—

“Because of the conditions mentioned by you (that the condition of rice was very bad etc.,) the Government of Andhra Pradesh wanted that the expenses of cleansing and the losses due to cleansing should be borne by the Government of India and not by the Government of Andhra Pradesh..... It was also agreed between the Governments of A.P., and of India as part of this agreement of purchase that Government of Andhra Pradesh should get the rice cleansed and the expenses should be borne by the Government of India. The arrangement was that the Andhra Pradesh Government was to deduct the amount of expenses incurred in the process of cleansing from the price that they had to pay to the Union Government for the rice.....”

On 11th May 1957, the Food Department of Central Government sent a communication (Ex. B.21) to its own officer at Hyderabad (Regional Commissioner) as follows:—

- (2) Andhra Government have since intimated their acceptance of the first alternative suggested in sub-para (i) of para three..... to take delivery of stocks lying at rail-head centres from godowns and arrange cleansing at our costs and pay us for cleaned rice at Rs. 16 per maund..... Please, therefore, now deliver stocks at Rail-Head centres after proper weighment to Andhra Government and keep in touch with State Government to ensure that:—
 - (A) The cleaning arrangement is satisfactory from our point of view and we are not made to suffer any loss on cleaning; and
 - (B) the weight of cleaned rice is intimated to us promptly so that amount recoverable from Andhra Government is adjusted without delay.

Price chargeable for this rice will be Rupees sixteen per maund F.O.R. destination for cleaned rice.”

This letter indicates the extent of interest that the Central Government had in the cleansing operations and the purpose of Central Government Officer in keeping in touch with the State Government. It also indicates that it was the Andhra Pradesh Government which was to arrange cleansing though the cost of cleansing was to be borne by the Union Government and that the Andhra Pradesh Government was to pay price to the Union Government only for the cleansed rice. It does not indicate that the Andhra Pradesh Government was to enter into a contract directly with the miller or that it should bring about a contract or contractual relationship between a miller and the Central Government.

On 13th January 1957, the Andhra Pradesh Government issued a notification (Ex. B.15) stating as follows and calling for tenders:—

"It has been decided to cleanse the rice stocks offered by the Government of India lying with the Central Storage Department at the various centres of the District Rail Heads. Hence the question for cleansing of the above rice per maund of (4) seers is invited.....

The following conditions will govern the quotation."

The conditions mentioned in this Notification are substantially identical with the Clauses in the contract (Ex. B.12). The Election Petitioner sent his quotation (Ex. A.4) dated 13th July 1957 with a covering letter (Ex. A.15). It was accepted. Accordingly, he signed in a form of contract which the Government produced. R.W. 4 also signed in it on behalf of the Andhra Pradesh Government.

It would appear that the Election Petitioner finished the cleansing operations even before the end of August 1957. He sent a Bill (Ex. B.13) dated 5th September 1957 for Rs. 4,747-85 nP. with a covering letter (Ex. B.3) in which he asked for not only payment of the amount of bill but also for return of the security deposit of Rs. 1,000 Konda and Param were lying in his mill namely, Janatha Rice Mill, Chandrayan Gutta of which the Election Petitioner was a partner. This Konda and Param are referred to in the evidence as dust and dirt but they were by-products including bran and broken bits of rice which were usable as fodder. The finished product consisted of cleansed rice which was fit for human consumption and which was to be paid for by the Andhra Pradesh Government at Rs. 16 per maund under Ex. B.21 dated 11th May 1957.

On 28th December 1957, the Government of Andhra Pradesh passed G.O.Ms. No. 913 (Agriculture) making budget provision and indicated the manner of debit of the payment to be made to millers like the Election Petitioner. It is Ex. B.4 and runs as follows:—

"The Government of India have allotted to Andhra Pradesh about 3,000 tons of rice....and it has been decided that the State Government should arrange cleansing of the stocks at rail-head centres at the cost of the Government of India and pay the agreed price for the 'cleansed' rice. The Civil Supplies Department has accordingly entered into an agreement with the millers for the cleansing of the stocks taken over from the Government of India at the rate of 31 naya paise per maund of cleansed rice delivered by them. The Board of Revenue, in the reference first cited, has submitted a proposal that the cleansing charges may be paid to the millers by this Government and adjusted against the payment to be made subsequently to the Government of India towards the cost of rice supplied by them. In the circumstances, the Government approve the Board's proposal and sanction the payment to millers of the charges on the cleansing and polishing.....

The expenditure on account of payment of the cleansing charges may be debited to the provision of Rs. 11,50,000 made in the current year's budget of the Civil Supplies Department for the purchase of grain and other charges under M.H. 85-A-Capital Outlay on State Trading Schemes."

This G.O. contains a statement attached to it as an annexure showing the details of cleansing work done by three mills with amounts shown against them. One of them is Janatha Rice Mill (Mill of the Election Petitioner). The amount of Rs. 4,709-67 nP. and quantity of cleansed rice 5064 pallas 21 seers and entered against that Mill instead of Rs. 4,747-85 nP. and a quantity of cleansed rice shown as 5,604 pallas 21 seers which are mentioned in Ex. B.13.

On 11th June 1958, the Director of Civil Supplies, Andhra Pradesh Government, wrote a letter (Ex. B. 16) to the Mill of the Election Petitioner saying 'that he should arrange to deliver the stocks of param and konda lying in his mill, derived in the process of cleansing of rice to the Deputy Director, Central Storage, Hyderabad as these stocks belong to Government of India'. The Election Petitioner complied with this demand and wrote a letter (Ex. B.14) dated 22nd June 1960 to the Director of Civil Supplies (Andhra Pradesh Government) as follows:—

".....so far we have handed over (delivered) 265 Maunds and 17 seers of bran to the Central Store, Government.....You wrote that there were 354 pallas and 90 seers (with us). As the said goods were

outside and as there was rain the goods became useless. The central store people took away the entire stock. They did not weigh the same in our presence. We did not know how much it weighed. When we demand the receipt they wrote the (weight) approximately and gave it to us. Kindly give (make payment on) our bill (Ex. B.13) dated 5th September 1957- soon."

Ex. B.26 dated 31st December 1959 is the receipt issued by the Assistant Director Depot (Union Government), Hyderabad which is referred to in Ex. B.4. It runs as follows:—

"Certified that a quantity of Mds. 265-17-0 of rice dust in 230 bags have been taken delivery from Janatha Rice Mills (G.M. Reddy & Co.) for dumping at Jaiguda Trenching Grounds on 23rd October 1959)".

R.W. 9, who was Deputy Director of Civil Supplies, deposed as follows:—

"The 'konda' and 'param' were taken delivery of by the Central Storage people in my presence. The 'Param' and Konda were not weighed in my presence at any time....."

Under the authority of the G.O. (Ex. B.4), it was possible for the Andhra Pradesh Government to make payment of the charges of cleansing to the miller that is, the Election Petitioner claimed under Ex. B.3 without any approval or consultation of the Union Government. So far as the Election Petitioner as miller was concerned, the Andhra Pradesh Government was to pay him under the contract (Ex. B.12) which had been entered into with him by that Government represented by an accredited Officer and drawn up in proper form as per law in the name of the Governor. As between the Andhra Pradesh Government and the Government of India, there was a separate contract of sale which created the relationship of purchaser and seller on State Trading Scheme System. It was part of the agreement of the sale that the Andhra Pradesh Government was entitled to recover from the Central Government the amount which the Andhra Pradesh Government paid in the first instance to the miller. But that contract was independent of the contract (Ex. B.12) which as drawn up and executed, was with the Andhra Pradesh Government as a party.

In spite of the G.O. (Ex. B.4) dated 28th December 1957 authorising payment and making provision for payment, in fact no payment was made to the Election Petitioner for years. The Returning Officer has stated in his order as follows:—

".....As the question of determination of the price of Konda and disposal of the same was undecided no head-way was made in the settlement of these Bills.

The Deputy Director, Food, requested the Director, Civil Supplies that as the accounts relating to 'Konda' left with different Millers are not proper and it is necessary to explore the possibility of getting the matters settled by contacting Millers personally, to fix a date for personal discussions for the settlement of this problem. In pursuance of this request, the Director, Civil Supplies convened a meeting on 30th August 1961 and two Asstt. Dy. Directors, Government of India were present in this Meeting....."

The General Elections of 1962 were approaching. The Election Petitioner had an intention of standing as a candidate in the forthcoming elections. He did not left to have any contract subsisting with the Government. So, on 20th December 1961, he applied to the Director of Civil Supplies for permission to release his share in favour of the other partners of the firm. This was rejected. The Election Petitioner wrote a letter (Ex. B.7) dated 5th January 1962 as follows:—

"Kindly deduct the cost of the shortage of your Dust and Dirt (Konda) which was lying in my rice Mill from the bills outstanding and pay me the rest of the amount due to me....."

But, no payment was made. The last date for nomination to the Elections was 20th January 1962. Two days before that date, on 18th January 1962 the Election Petitioner sent a lawyer notice (Ex. B.8) to the Director of Civil Supplies (Andhra Pradesh Government) with a copy to the Secretary, Andhra Pradesh Government. The notice was served on 19th January 1962. In the notice the Election Petitioner set out all relevant facts and renounced all his claims in respect of the contract (Ex. B.12) under section 63 of the Indian Contract Act. On 19th January 1962, the Election Petitioner filed his nomination. On 22nd January 1962, an objection was raised on behalf of Konda Satyanarayana Reddy against the Election Petitioner. The Returning Officer heard both sides and passed an order on 23rd January 1962, rejecting the nomination of the Election Petitioner.

The Election Petitioner did not receive any reply to Ex. B.8 in January, 1962. Several months later, he received a reply (Ex. B.11) dated 27th April 1962 from the Commissioner of Civil Supplies stating as follows:—

"..... the Government has, taking all relevant facts into consideration, treated all mutual claims of any kind whatsoever relating to the above contract completely settled and satisfied and declares that the aforesaid contract (Ex. B.12) shall hereby be deemed to be treated as completely discharged....."

By then, the election was over without the Election Petitioner taking part in it and he had filed the Election Petition on 25th March 1962.

The learned Advocate for the Election Respondent contends that, to decide the question as to whether the Central Government was party to the contract, the contents of Ex. B.12 must be considered in its background along with the conduct of the parties as appearing from the evidence. We agree with him that all the relevant evidence including the background and the oral evidence showing the conduct of the parties can be and has to be considered. The learned Tribunal accepted this principle and has mentioned that fact in his order in various places.

In particular, he has observed as follows:—

"He (Shri S. P. Sinha) also submitted that although the document purported to be one with the State Government, evidence was admissible to show that it was a contract with the Union Government. There can be no quarrel with regard to this proposition. But such evidence must conclusively establish the contract with the Union Government."

The learned Tribunal also observed as follows:—

"The document has to be examined and the nature of the document determined, by reference to the language used, its tenor and not what it purports to be *ex facie*. It would not be a proper way of construing a document to go beyond the terms of the document and ascertain as to the source of competency or the power of any one of the contracting parties. This is not admissible in law."

The main contention urged by Shri S. P. Sinha, the learned Advocate for the Election Respondent before us, is that the contract of the Election Petitioner was, in fact and in law, with both the Central Government and the Government of Andhra Pradesh. This stand is different from the stand which he had taken before the Election Tribunal and also in his Memorandum of Appeal namely that the contract of the Election Petitioner was with the Government of India which was a principal represented by the Andhra Pradesh Government as an agent. Grounds Nos. 7 and 15 in his memo. of appeal run as follows:—

"(7) Because the above conditions definitely point to the conclusion that the Government of India was the real party to the agreement.

(15) Because, viewed in this light, the Government of India, becomes the principal and Andhra Pradesh Government, the agent."

Shri B. C. Jain, the learned Advocate for the Election Petitioner, urges that the present contention of the learned counsel (Shri S. P. Sinha) is a new one and cannot be allowed to be raised in this appeal. The learned Counsel for the Election Respondent admits that the present ground is different from the ground taken before the tribunal and in the Memorandum of Appeal. But, he contends that this is not an entirely new ground as it had been raised before the Returning Officer and dealt with by the latter in his order dated 23rd January 1962. But, that ground was so raised against the Election Petitioner before the Returning Officer not by the Election Respondent (Shri Ahmed Mohiuddin) but on behalf of another candidate (Shri Konda Satyanarayana Reddy).

Shri S. P. Sinha relies on the decision of this Court in *Badri Vishal Pittie Vs. Narsing Rao* (1959 (1) Andhra Weekly Reporter page 31). In that case, it was observed by a Division Bench of this Court as follows:— (at pages 36 & 37)

".....the dominant consideration in the determination of the question whether the rejection was proper or improper is whether the candidate was disqualified from being chosen to fill the seat. That being the criterion, the rejection of a candidate who is actually disqualified to fill a seat could not be treated as improper, merely because proper

grounds could not be taken before the Returning Officer, if the disqualifications could be established and if the rejection could be justified on other grounds, or on other material. When once a ground is taken that candidate is disqualified, it would be permissible to urge additional grounds as may be available before the Tribunal when the question of disqualification or otherwise of the candidate comes up for further scrutiny, since a returned candidate is merely seeking to support the election.

Moreover, the Election proceedings are not merely a matter between the two contending parties but the public also have an interest in it and they concern the purity of public life. . . . For all these reasons, we consider that it is the duty of the Election Tribunal to enquire into the allegations even if they are fresh allegations as to whether there is any real disqualification arising out of such grounds. . . ."

The above principle is applicable to the present appeal also when the new grounds urged is sought to be based only on the material already on record that is, the evidence which came on record in the proceedings before the Tribunal. So, we allowed the learned Advocate for the Election Respondent to urge the above contention and overruled the objection of Shri Jain.

There is no room to doubt the fact that the contract (Ex. B.12) as it stands, *ex facie*, is a contract to which the Andhra Pradesh Government alone is a party and the Central Government is not a party. As observed by the learned Tribunal, so far as Ex. B.12 is concerned, the Government of India is not in the picture at all as a party to the contract. But, there is a reference to the Central Government Department that is, the Central Storage Department in Clauses 2, 3, 5 and 6. Clause 3 refers to the consignment being kept under joint seal of the representatives of the Civil Supplies that is, the Andhra Pradesh Government and the Central Storage Department (Central Government) as well as the miller. There is similar provision of joint seal of the cleansed rice in clause 6. There is provision in clause 5 for supervision by departments of the Andhra Pradesh Government as well as the Central Government of the process of cleansing of the rice.

Clause 8 says that Konda and Param will be the Government property which will be auctioned. But, it does not say expressly as to which was the Government whose property was constituted by those articles. R.W. 4, who was the Director of Civil Supplies and who signed Ex. B. 12 on behalf of the Andhra Pradesh Government as a contracting party, deposed as follows:—

"It would appear from a reading of paragraph 8 of Ex. B.12 that Konda and Param would be the property of the Government of Andhra Pradesh. . . . the Arrangement for the delivery of Konda and Param to the Government of India must have been made after Ex. B. 12 (Original of Ex. A.1)".

R.W. 1, who was the Personal Assistant to R.W. 4, says in his deposition as follows.—

"The document (Ex. B.12) as it reads would show that the 'Konda' and 'Param' obtained during the cleansing operation will be the property of the Government, i.e. Andhra Pradesh Government:

Q. Please say as to on what basis you stated in your evidence that the 'Konda' and 'Param' obtained during the cleansing operation was to be the property of the Central Government?

A. On account of the correspondence in the file, I stated that those two were to be the property of the Central Government. By the correspondence that I stated I meant the correspondence subsequent to the agreement (Ex. B. 12) between the Director of Civil Supplies, A.P., and the Government of India, Food Department, From Ex. B. 19, I am able to say that it was at this meeting held on 30th August, 1961 that it was decided that 'the Government of India should make arrangements for disposal of bye-products so that the bills of the millers towards the cleansing charges could be forwarded to A.G. for admitting the claim."

Thus, from the evidence, it is abundantly clear that, at the time when the contract (Ex. B. 12) was entered into by the Election Petitioner even the Officials of the Andhra Pradesh Government, including the authorised representatives (R.W.4) believed that, under clause 8 of the agreement, the Government referred to was the Andhra Pradesh Government and that the latter was the owner of Konda and

Param. So, it is not possible to accept the contention of the learned Advocate for the Election Respondent that clause 8, among other clauses, relied on by him, must have given an indication to the Election Petitioner that the Central Government had a part in the contract.

If R.W. 4, as contracting party on behalf of the Andhra Pradesh Government and the Election Petitioner, who was the other party, understood at the time of execution of Ex. B. 12, that, under clause 8, Konda and Param were to be the property of the Andhra Pradesh Government, the fact that, by subsequent correspondence between the Andhra Pradesh Government and the Central Government, the two Governments came to an understanding and agreement among themselves that Konda and Param should belong to the Central Government instead of to the Andhra Pradesh Government would not affect the position or rights of the Election Petitioner under Ex. B. 12 in such a way as to convey the contract into one between the Election Petitioner and the Central Government, if, otherwise, the contract was only between the Election Petitioner and the Andhra Pradesh Government. It is not shown to us that the Election Petitioner by any statement in correspondence, or otherwise by his conduct, entered into a contract or an agreement with the Central Government.

The learned Advocate for the Election Respondent contends that the conduct of the Election Petitioner in delivering the Konda and Param to Officers of the Central Government amounted to an attornment to the Central Government and, therefore, recognising the rights of the Central Government as having a contract with the Election Petitioner and a contractual right as against the Election Petitioner. This contention cannot be accepted as it is clear from the evidence that the Election Petitioner delivered the Konda and Param to the Central Government Department purely as a nominee of the Andhra Pradesh Government and under the direction of the Andhra Pradesh Government, and not by way of creating or recognising any contractual right of the Central Government as against him or admitting any contractual obligation by him to the Central Government. It was always open to the Andhra Pradesh Government, in lawful exercise of its right to receive Konda and Param, to direct the Election Petitioner to deliver them to any other person just as it was open to the Election Petitioner to request the Andhra Pradesh Government to pay the cleansing charges which were due to him, to be paid to his nominee without creating any contractual obligation between the Andhra Pradesh Government and that nominee of the Election Petitioner. In particular, the action of the Andhra Pradesh Government in making the Election Petitioner deliver the Konda and Param to the Central Government did not create privity of contract between the Election Petitioner and the Central Government. There was no attornment in law.

In clause 7, provision is made by statement in passive voice that the mill owner shall be paid cleansing and polishing charges. It is not stated therein expressly as to who is the party to pay the charges to the Election Petitioner. But, the contract as drawn up contains only two parties. If one party viz., the Election Petitioner was to do the work of cleansing the rice, obviously, the other party namely, the Andhra Pradesh Government had to pay him the charges for cleansing. The learned Advocate for the Election Respondent contends that, under this clause, it is the Central Government who ultimately, in fact, bore the cleansing charges and that the wording of clause 7 in Ex. B. 12 must have given an indication to the Election Petitioner that the party who had to pay the cleansing charges would be not the Andhra Pradesh Government but the Central Government. We have already pointed out above that *ex facie*, the contract does not indicate the Central Government as a contracting party. It appears from the evidence that a miller like the Election Respondent did not have any choice or voice in the matter of form or wording of the contract, in practice. R.W. 4 deposed as follows:—

"A contractor who enters into a contract with the government has to sign this proforma (cleansing) and has no other go....."

R.W. 4 also says as follows:—

".....So far as the miller is concerned, he has nothing to do with the Government of India. It would be clear from Ex. B. 12 (Original of Ex. A. 1) that the security deposit from the miller was taken by the Government of Andhra Pradesh. Clauses 2 and 3 of Ex. B. 12 have been inserted to safeguard the interests of the Government of India since they were rendering themselves liable for payment of loss incurred into cleansing operation. It would appear from a reading of

paragraph 8 of Ex. B. 12 that Konda and param would be the property of the Government of Andhra Pradesh..... the Andhra Pradesh Government purchased the rice from the Union Government with a view to distributing it after cleansing to fair price shops. The arrangement for the delivery of Konda and Param to the Government of India must have been made after Ex. B. 12."

R.W. 2 who is the Assistant Chief Accounts Officer in the Civil Supplies Department, says as follows:—

"Under the arrangement relating to the purchase by the A. P. Government from the Union Government, the A. P. Government undertook to have the rice cleansed. The cleansing charges were agreed to be deducted from the price payable by the A. P. Government to the Central Government."

R.W. 1 who was the Personal Assistant to the Director of Civil Supplies from 1957 to 9th October 1962, also corroborates the evidence of R.W. 2.

The learned Advocate for the Election Respondent has relied on the following passage in the evidence of R.W. 4:—

"The work of the cleansing operation that I spoke about, commenced before the execution of Ex. B. 12 ... From my note in the office file, I would say that the cleansing operation by the Janatha Mill (Petitioner) started earlier than the date of Ex. B. 12."

This passage does not necessarily mean that the contract under which the Election Petitioner cleansed the rice was in any way different from what is recorded in Ex. B. 12 as a formal agreement or, in particular, that the Central Government was a party to the contract with the Election Petitioner even if Ex. B. 12 does not indicate so by its language, tenor or substance.

The learned Advocate for the Election Respondent relied strongly on the provision for supervision of the cleansing operations by the Central Storage Department also, in addition to supervision by officers of the Andhra Pradesh Government. In particular, he relies on the following question and answer in the cross-examination of R.W. 2.

A. Is it not a fact that the Central Government had suggested the keeping of their representatives during the cleansing operations to ensure that proper cleansing work is done and the Government of India does not suffer any loss

A. Yes."

R.W. 4 has stated as follows:—

"The supervision was meant to determine the percentage of the loss..... In the transaction between the Union Government and the State Government, it was a case of the Union Government selling the rice and the Andhra Pradesh Government purchasing the rice. The A. P. Government purchased the rice from the Union Government with a view to distributing it, after cleansing to fair price shops."

It is clear from the evidence that the provision for supervision by the Central Government was with a view to protect the interests of the Central Government in cleansing operations though the operation was on a contract between the Andhra Pradesh Government and the miller. In Ex B21 dated 11th May 1957, extracted earlier in this Judgment, the Central Government has explained to its local officer i.e., Regional Commissioner, at Hyderabad the purpose for which he was to keep in touch with the State Government. The damaged rice which the Government of India possessed was being converted by cleansing into clean edible rice fit for supply to fair price shops for being sold to the public and into by-products i.e. Konda and param which would be worth much less than the cleansed rice. It was to the interest of the Government of India to see that the out-turn of resultant cleansed rice was maximum consistent with edibility and that the quantity did not become any less due to excessive removal from the damaged rice as by-products. The Central Government also wanted to know the quantity of cleansed rice which had been produced by cleansing so that it would collect the price promptly from the Andhra Pradesh Government. These purposes are clearly mentioned as items (A) and (B) in Ex. 21.

The learned Advocate for the Election petitioner contended before us that the contract was similar to a contract under which a person 'X' sold his car in an unusable condition to a person 'Y' on the understanding that some repairs had to be carried out to make the car usable and that 'Y' was to carry out

the necessary repairs through a repairer in a workshop at the cost of the vendor 'X' and that the repair should be carried out subject to the supervision of not only 'Y' but also 'X'. He points out that, in such a case, 'Y' who wanted to have the car repaired and made into usable, roadworthy condition would wish to have a right to supervise the repairs to see that they are properly carried out and that 'X' who would ultimately have to bear the cost of repairs by payment to 'Y' or by way of deduction from the gross price, would like to have a right to supervise the repairs to see that nothing more costly than is necessary to meet the requisites of the contract between X and Y, is done and to ensure that 'X' does not suffer any loss. We find that this analogy is substantially tenable. The contention of Shri Jain that the provision for supervision of cleansing operations by the Central Government does not create privity of contract between the miller and the Central Government just as the provision in the analogy does not create privity of contract between X and the repairer, is tenable. In this connection, it is very important to note that it is nobody's case that the Election Petitioner could directly claim the cleansing charges from the Central Government or had a right of action against the Central Government to collect that amount. Under the Contract (Ex. B.12) the Election Petitioner sent his bill (Ex. B.13) to the Andhra Pradesh Government on 5th September, 1957 and the Andhra Pradesh Government passed G.O.Ms. No. 813 (Agriculture), dated 28th December, 1957 (Ex. B.4) making provision for payment to the Election Petitioner his cleansing charges. The Andhra Pradesh Government has to take independent and separate steps, in which the Election Petitioner was not concerned, to collect from the Central Government by adjustment in accounts the cleansing charges which the former had already paid to the Election Petitioner.

The learned Advocate for the Election Respondent contends that the provisions of Ex. B. 12 and the terms of the agreement should be considered liberally for deciding whether the Central Government is a party to the contract with the Election Petitioner. For this contention, he relied on various decisions. He relies on the following observations in the decision in A. J. Arunachalam Vs. Election Tribunal (9 Election Law Reports Page 471) at page 477:—

"Section 7(d) of the Representation of the People Act, 1951, was enacted to present the abuses pointed out by the learned Judge. In construing a provision intended to keep a legislator beyond any suspicion in the interests of public morality, a liberal construction should be put upon the section. The beneficial effect of it should not be allowed to be whittled down by subtle arguments based upon a conflict of powers or the law of agency. The question to be asked is whether the contract is between the appropriate Government and the candidate."

In that case, an unsuccessful candidate challenged the election of a candidate on the ground that his nomination had been illegally received. The alleged illegality was that the petitioner had an interest in a contract for performance of services undertaken by the Government of Madras and was, therefore, disqualified from standing as a candidate. The reference was to the fact that the candidate had been appointed as a state nominee for the distribution of bales of yarn in the North Arcot District by the Madras State Government. The Tribunal allowed the petition and held that the elected candidate had an interest in the contract as alleged in the election petition. The elected candidate filed an application for a Writ to quash the order of the Election Tribunal. One ground urged on his behalf was as follows:—(at page 473)

"Assuming that the terms of the agreement constitute a contract between the petitioner and the Government the contract was not with the State Government, but only with the State Government as the Agent to the Union Government."

Subba Rao, J. observed regarding that contention as follows:—(at page 476)

"In exercise of the powers conferred by Section 3 of Art. 24 of 1946 Essential Supplies (Temporary Powers) Act, 1946, the Central Government made an order dated 2nd August, 1943, prescribing the machinery for the production of yarn, for control of prices and for marketing the same."

The Government of Madras also passed an order under statutory powers. The learned Judge observed as follows:—(at page 476)

"This order was made only in exercise of the powers expressly conferred on the Provisional Government by the Central Government and

also under the powers given to the Provincial Government under Madras Act XIV of 1946..... whether the said service is performed by exercise of the said power delegated to it, or by reason of the statutory provisions of the Madras Act, in either case, it is exercising the power as a Provincial Government. The source of its power is not relevant to ascertain the manner of its exercise

In exercise of the powers so conferred on the Provisional Government, it issued a licence and entered into an agreement. with the petitioner for the supply and distribution of yarn stored in the mills. It is, therefore, clear that the agreement was between the petitioner and the Government of Madras for the performance of services undertaken by the Madras Government. The terms of the agreement indicate that it was for the performance of the services undertaken by the Government. The document *ex facie* shows that the contracting parties are the petitioner and the Government of Madras. The aforesaid provisions indicate that it was the duty of the Government of Madras to undertake such services. I cannot, therefore, accept the argument of the learned counsel for the petitioner that his client entered into the agreement with the Madras Government as agent of the Central Government....."

In the present case also, the contract *ex facie* shows that the contracting parties were the Election Petitioner and the Government of Andhra Pradesh. The evidence also shows that it is the Government of Andhra Pradesh which had undertaken the duty of getting the rice cleansed. In this case, the Andhra Pradesh Government undertook such duty in pursuance of a separate agreement and understanding which it had with the Central Government and with which the Election Petitioner had no concern as a party or otherwise. The contracting Government in Ex. B.12 is the Government of Andhra Pradesh and not the Central Government, even if it be taken that the source of the power and duty of the Andhra Pradesh Government to get the rice cleansed, by an arrangement as in Ex. B.12, was the agreement of the Andhra Pradesh Government with the Central Government.

In *Kariamanickam Vs. Ramakrishna Thevar* (1957-1958) (13 E.L.R. page 275) it was held that even though a certain portion of the cost of certain development works concerned in a contract duly entered into by the Madras State Government with a party was ultimately to be reimbursed to the State Government by the Central Government, the contract related to the execution of a work or performance of a service undertaken by the Madras State Government within the meaning of S. 7(d). The learned Judges observed as follows:—(at page 282)

"Learned counsel raised a subsidiary point, that the service of work, if any, was one undertaken by the Central Government and that therefore the state Government would not be the appropriate Government so as to disqualify the appellant for standing for election to the State Assembly."

The learned Judges rejected that contention:—

In *N. B. Singh Vs. Duryodhan Pradhan* (A.I.R. 1959 Orissa page 58) where a candidate for the election to Orissa Legislative Assembly had entered into a contract for construction of a canal pertaining to the Hirakud Dam Project in Orissa and the contract *ex facie* was one between the candidate and the Government of India, it was held that it could not be said that the candidate was interested with the Orissa State Government

The learned Advocate for the Election Respondent relies on the following observations in *Everett Vs. Griffiths* (1924) (1) K.B. page 941:—(at page 947)

"In *Nutton Vs. Wilson* (1869) 22 Q.B.D. 744 Lord Esher said "The provisions in the Public Health Act, 1875) are intended to prevent the members of local boards, which may have occasion to enter into contracts, from being exposed to temptation, or even to the semblance of temptation."

A man is of course 'concerned' in a contract if he is in any way a party to it, whether as a sole contractor or as a partner or as an undisclosed principal. A concealed interest is as much as interest as an open interest. The court will always look at the substance and not at the colourable externals

These observations do not help the Election Respondent in the present case. For, looking at the substance of contract Exh. B.12 we find that the Central Government is not a party to the contract (Ex. B.12) with any open or concealed in crest and is not a party for purposes of S. 7(d) of the Representation of the People Act.

The learned Advocate for the Election Respondent also relies on the following observations in the decision in *Norton Vs. Allan Arthur Taylor* (1906 A.C. 378): at page 380.

"There are many ways in which a person holding a civic office might be brought within the Act 2 Edw. 7 No. 35, as for instance if he had a share in the original contract, or if he were employed by way of sub contract

In those cases, whether it was done directly or indirectly, he might be liable, and no device to conceal the real nature of the transaction would prevail".

That case related to prosecution of an alderman of a Municipal Council becoming interested in a certain contract contrary to the provisions of the statute and depended on the special provisions of the statute concerned in that case. The present case has to be decided on the law applicable in India.

We find that, on a proper construction of Ex. B.12 in the light of the above decisions, the Central Government is not a party to any agreement or contract with the Election Petitioner.

Shri Jain for the Election Petitioner contends that, if Ex. B.12 is to be valid contract by the Central Government it should have been in the form and been signed in the manner required by article 299 of the constitution. He contends that the contract is not expressed as made by the President nor executed by a person directed or authorised by the President and that, therefore, the contract would be void if it were to be assumed for arguments' sake without admitting to be entered into by the Central Government. Shri S. P. Sinha contends that though the provisions of Article 299 are not followed regarding the form, wording and authority of the executant in the manner indicated above, still the agreement (Ex. B.12) would have the effect of disqualification under section 7(d) of the representation of the People Act. He relies on the decision in *Chutturbhai Vithaldas Vs. Moreshwar Parashram* (A.I.R. 1954 Supreme Court page 236). Therein, it was observed by the Supreme Court as follows:—(at page 243):

"In the present case, there can be no doubt that the Chairman of the Board Administration acted on behalf of the Union Government and his authority to contract in that capacity was not questioned. There can equally be no doubt that both sides acted in the belief and on the assumption, which was also the fact, that the goods were intended for Government purposes, namely, amenities for the troops. The only flaw is that the contracts were not in proper form and so, because of this purely technical defect, the principal could not have been used. But that is just the kind of case that S. 230(3) Contract Act is designed to meet.

.....it may be that the Government will not be bound by the contract in that case, but that is a very different thing from saying that the contracts as such are void and of no effect. It only means that the principal cannot be sued; but we take it there would be nothing to prevent ratification, especially if that was for the benefit of Government.

There is authority for the view that when a Government officer acts in excess of authority Government is bound if it ratified the excess: See *Collector of Masulipatnam Vs. Cavalry Venkata Narrainapay*, in *Moo. Indi. App.* 529 at 554. We accordingly hold that the contracts in question here are not void simply because the Union Government could not have been sued on them by reason of Art. 299(1).

Now S. 7(d), Representation of the People Act, does not require that the contracts at which it strikes should be enforceable against the Government; all it requires is that the contracts should be for the supply of goods to the Government. The contracts in question are just that and so far hit by the section."

Shri Jain points out the provisions in s. 2(g), (h) and (k) of the Contract Act as follows:—

“S. 2(g) An agreement not enforceable by law is said to be void:

x x x x x x x

(h) An agreement enforceable by law is a contract:

(1) An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract:”

S. 196 and S. 197 of the Contract run as follows:—

“S. 196. Where acts are done by one person on behalf of another, but without his knowledge or authority, he may elect to ratify or to disown such acts. If he ratifies them, the same effects will follow as if they had been performed by this authority.

S. 197. Ratification may be expressed or may be implied in the conduct of the person on whose behalf the acts are done.

Illustrations

(a) A, without authority, buys goods for B. Afterwards B sell them to C on his own account; B's conduct implies a ratification of the purchase made for him by A”

On the facts concerned in CHUTTURBHUI VITHALDAS vs. MORESHWAR PARASHARAM (AIR. 1954 Supreme Court, page 236) goods were supplied by Moolji Sica and Company under the agreements in question and had been received by the other party and had also been paid for a considerable extent and thus both parties had acted under the terms of the agreement.

In Bhikraj Vs. Union of India (AIR. 1962 Supreme Court, 113) it was held that where a contract between Dominion of India and a private individual was not in the form required by S. 175(3) of the Government of India Act, 1935 it could not be enforced and, therefore the Dominion of India could not be sued by the private individual for compensation for breach of contract. Their Lordships referred to the decision in Chutturbhui Vithaldas Vs. Moreshwar Parashram (6) and observed as follows:

(6) A.I.R. 1954 Supreme Court, page 236.

“The facts proved in that case clearly establish that even though the contract was not in the form prescribed, the Government had accepted performance of the contract by the firm of which Jasani was a partner, and that in fact there subsisted a relation between the Government and the firm under which the goods were being supplied and accepted by the Government. The agreement between the parties could not in the case of dispute have been enforced at law, but it was still being carried out according to its terms; and the court held that, for the purpose of the Representation of the People Act, the existence of such an agreement which was being carried out in which Jasani was interested disqualified him.....”

In STATE OF WEST BENGAL Vs. B. K. MONDAL & SONS (AIR 1962 Supreme Court page 779) it was held as follows:— (at page 783)

“In our opinion, there can be no doubt that failure to comply with the mandatory provisions of the said section makes the contracts invalid.”

Their Lordships referred with approval to the decision in BH'K RAJ Vs. UNION OF INDIA (AIR. 1962 Supreme Court page 113). They observed regarding the decision in CHUTTURBHUI VITHALDAS Vs. MORESHWAR PARASHRAM (AIR. 1954 Supreme Court page 236) as follows:— (at page 783)

“It would thus be seen that in the case of Chutturbhui (AIR. 1954 Supreme Court page 236) this Court was dealing with the narrow question as to whether the impugned contract for the supply of goods would cease to attract the provisions of s. 7(d) of the Representation of the People Act on the ground that it did not comply with the provisions of Art. 299(1), and this Court held that notwithstanding the fact that the

contract could not be enforced against the Government it was a contract which fell within the mischief of s.7(d).....

All that this court meant by the said observation was that the contract made in contravention of Art. 299(1) could be ratified by the Government if it was for its benefit and as such it could not take the case of the contractor outside the purview of S.7(d). The contract which is void may not be capable of ratification but since according to the Court the contract in question could have been ratified it was not void in that technical sense. That is all that was intended by the observation in question.....Indeed, Bose, J., has expressly stated that such a contract cannot be enforced against the Government and is not binding on it."

In *New Marine Coal Co. Vs. Union of India* (AIR. 1964 Supreme Court page 152) their Lordships referred to the decision in *State of West Bengal Vs. M/s. B. K. Mondal & Sons* (AIR. 1962 Supreme Court page 779) and observed as follows:— (at page 155)

".....As a result of this decision, there can be no doubt that the contract on which the suit is based is void and unenforceable It is also clear under this decision that, if in pursuance of the said void contract, the appellant has performed his part and the respondent has received the benefit of the performance of the contract by the appellant, Section 70 would justify the claim made by the appellant against the respondent....."

The above decision does not refer to the decision in *CHUTTURBUHJ VITHALDAS Vs. MORESHWAR PARASHRAM* (AIR. 1954 Supreme Court page 236).

In *Karamshi Vs. State of Bombay* (AIR. 1964) Supreme Court page 1714. It was held that an agreement was void as it had not complied with the provisions of S. 175 (3) of the Government of India Act, 1935. In that case, though there was an agreement between the Government and the concerned party, a formal document was not executed as contemplated in the manner, requires under article 299 of the constitution though such a formal document was intended to be executed. The decision in that case shows that a formal written contract complying with Article 299 of the constitution alone would be enforceable against the Government and that an agreement which is not even in writing could not be enforceable against the Government and would, therefore, be void.

Hence the contention raised by the learned Advocate for the Election Respondent before us that Article 299 of the constitution does not affect implied contracts is not tenable.

It is clear from the decisions of the Supreme Court that, if the agreement (Ex. B. 12) were assumed for arguments' sake, without admitting, to be an agreement to which the Central Government is a party, it would be void as it does not comply with the requirements of Article 299 of the Constitution and, therefore, would come under s.2(g) of the Contract Act. The hypothetical question of law whether a contract like Ex. B.12 even if void, would still have the effect of disqualification under s. 7(d), if not of practical importance and need not be gone into in the present case because we have found already that the Central Government was not a party to the agreement (Ex. B.12) either alongwith the Andhra Pradesh Government, as contended before us in this appeal, or as represented by the Andhra Pradesh Government, as contended before the learned Tribunal.

The learned Advocate for the Election Respondent contends that, even if it be taken that the Central Government is not *ex facie* a party to the agreement (Ex. B.12), it can enforce a right against the Election Petitioner because it has certain benefits under Ex. B.12 regarding Konda and Param and that S. 7(d) of the Representation of the People Act would be applicable. He relies on the decision of the Calcutta High Court in *Deb Narayan Dutt Vs. Chuni Lal Ghose* (ILR. 41 Calcutta page 137). In that case, where a transferee of a debtor's liability had acknowledged his obligation to the creditor for the debt to be paid by him, under the provisions of the registered instrument conveying to him all the movable and immoveable properties of the original debtor, and the acknowledgment was communicated to the creditor and accepted by him, it was held that the creditor was entitled to sue the transferee on the registered instrument. The learned Judges made reference to an important English decision as follows:— (at page 145)

"If we were governed by *Tweddle Vs. Atkinson* (1861) (1 B and S. 398) there might possibly be a difficulty in our way.....we now have ample authority for saying that the administration of justice in these

courts is not to be in any way hampered by the doctrine laid down in *Tweddle Vs. Atkinson* (1861) (IB. & S. 393; 30 L.J. Q.B. 265)...."

That I take to be the result of the decision of the Privy Council in the recent case *KHWAJA MUHAMMAD KHAN Vs. HUSSAINI BEGUM* (1910 32 All. 410) (AIR. 1923 P.C. page 54).....

In *SUBBU Vs. ARUNACHALAM* (AIR 1930 Madras page 382) a question arose for decision as indicated in the following sentence: (at page 383)

"On the findings of facts of the Courts below, the only question for decision is whether a contract between A and B to pay C who is a creditor of A would without more entitle C to sue B....."

The learned Judges considered the law in England and the law as laid down by various High Courts in India and held as follows:— (at page 385)

"In view of this decision of Beasley, J. (C.S. No. 325 of 1926) which was confirmed in appeal by Courts Trotter, C.J. and Walsh, J. (in O.S.A. No. 95 of 1927) we think we may take it as settled law in Madras that a stranger to a contract cannot without more sue to enforce it..... This view was based upon a decision of their Lordships of the Privy Council in *KHWAJA MUHAMMAD KHAN Vs. HUSSAINI BEGUM* (1910 32 All. 410)".

The words 'without more' indicate that if certain additional exceptional circumstances existed e.g., creation of trust in favour of the plaintiff in respect of the amount sued for, the stranger could sue to enforce the contract. We do not consider it necessary to mention all those exceptional circumstances mentioned in that decision, as it is nobody's case that any such circumstances exist in the present case. In that decision, they referred to the decision of the Calcutta High Court *DEB NARAYAN DUTT Vs. RAMSADHAN* (ILR. 41 Calcutta page 137) and observed as follows:—(at page 387)

"We may point out in this connection that the view taken in *DEB NARAYAN DUTT Vs. RAMSADHAN* (ILR. 41 Calcutta page 137) which lays down broadly that the doctrine in *Tweddle Vs. Atkinson* (1861) (IB. and S., 393; 30 L.J.Q.B. 265) is inapplicable to British Courts in India and that the aim of the mofussil courts of Justice in British India is to do complete justice in one suit according to the general principles of justice, equity and good conscience, has not been followed in later cases."

They finally held as follows:—(at page 389)

"We are of opinion that where all that appears is that a person transfers property to another and stipulates for payment of money to a third person, a suit to enforce that stipulation by the third party will not lie".

This decision of the Full Bench is binding on this Court. We hold that the mere fact that the Central Government was to get the Konda and the Param under the arrangement between itself and the Andhra Pradesh Government, does not give any right to the Central Government to enforce such performance against the Election Petitioner on the facts and circumstances proved in the present case.

In *Halsbury's Laws of England* (third edition) by Lord Simonds, Volume 8, at page 66 it is stated as follows:—

"110. As a general rule a contract affects only the parties to it, and cannot be enforced by or against a person who is not a party,....."

The relevant position of law is stated correctly in Venkatesa Iyer's 'Law of Contracts' (3rd Edition, 1939) at page 85 as follows:—

"The above case (*Dunlop Pneumatic Tyre Co. Vs. Selfridge & Co. Ltd.* 1915 A.C. 847) is an authority for both the propositions,

- (1) that a stranger to a consideration cannot sue, and
- (2) that a stranger to a contract cannot sue."

Thus privity of contract is absolutely essential for a right of action.

Turning to the Indian Law, we find that the framers of the Indian Contract Act, not being bound by the historical antecedents of the doctrine of consideration in English Law, have made a wide departure from it. Sec. 2, Cl. (d) of the Indian Contract Act reads:—

“When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise.”

The words, “the promisee or any other person”, clearly show that a stranger to a consideration may maintain a suit. When the statute is so clear, no decided cases are necessary:.....(at page 89).

“So, we may state the position briefly thus:

- (a) A stranger to a consideration cannot sue in English Law, but he can under the Indian Law.
- (b) A stranger to a contract, both under the English Law and Indian Law cannot, as a general rule, sue upon the contract. But both systems recognise certain exceptions to the rule.....”

In the result, we find as follows. The Central Government is not a party to the agreement (Ex. B.12) on the face of it. The Central Government is not the appropriate Government for the purpose of s. 7(d) of the Representation of the People Act because of any of the grounds urged by the Election Respondent.

The Election Respondent filed C.M.P. No. 9338 of 1965 for being allowed to urge two additional grounds in the Special Appeal. We allowed the Civil Miscellaneous Petition. We proceed to deal with the additional grounds raised therein.

Additional ground No. 1. It is that the election petition does not exist as the election petitioner in his sworn deposition on 25th January, 1964 had stated that the election petition was not drafted on his instructions, that he was not aware of its contents or of the ground covered therein nor were the grounds read out and explained to him. This ground was raised by the Election Respondent before the learned Tribunal and was rejected by the latter's order dated 20th February, 1965. For this contention, the learned Advocate for the Election Respondent relies on the following passage in the evidence of P.W. 1:—

“The Election Petition was not read out and explained to me as I did not want it to be read out because I handed over the papers to him and entrusted them to him. I did not instruct my advocate to state the grounds which had been mentioned in the Petition.”

The learned Tribunal rejected this ground as he felt satisfied that, in fact, the Election Petitioner had knowledge of the contents of the Election Petition. He observed as follows:—(I.A. No. 4 of 1964)

“.....It, therefore, follows that there is an Election Petition in proper form confirming to the provisions of the Election Law before the Court. The defect pointed out in the matter of the verification of the petition cannot possibly entail the dismissal of the petition for the reason already stated heretofore. I am, rather disinclined to believe that the petitioner has put in his signature to the petition without knowing the contents of the petition. A perusal of his statement would show that he has filed this petition in order to set aside the election of the respondent. He is aware of the fact that his nomination was dismissed by the Returning Officer on the ground that, on the date of the nomination, there was a subsisting contract with the Central Government. He has stated in his deposition that that order is wrong. He says: I say that the rejection of nomination was improper and illegal. I had nothing to do with the Central Government. He has stated that he seeks to get that order set aside the consequence of which would be that the election of the respondent would be set aside, because under the law a finding to the effect that the nomination was improperly rejected would necessarily lead to the setting aside of the election of the party who was declared elected under the above circumstances. He categorically states in the beginning of his deposition: ‘I have filed this Election Petition.’”

We see no reason to disagree with the finding of the Election Tribunal that the evidence shows that the Election Petitioner was really aware of the contents of

the Election Petition, in spite of the statement in P.W. Vs. deposition on which reliance is placed. We find that this additional ground No. 1 is not tenable.

Additional Ground No. 2: It is that the Hon'ble Election Tribunal ought to have rejected the claim of privilege with regard to twelve material documents. This ground is not urged before us and none of the documents has been referred to.

So, there is no substance in any of these additional grounds.

In the course of the arguments, the learned Advocate for the Election Petitioner, Shri Jain has himself stated that, while the proceedings relating to the objection filed by Konda Satyanarayana Reddy were pending before the Returning Officer, the Election Respondent was not averse to the objection petition being dismissed and even openly expressed to Shri Jain that, apart from the merits or tenability of the objection, from the point of view of convenience, he would welcome the dismissal of the objection petition and the participation of the Election Petitioner in the election against him (Election Respondent) and take his chance of success against the Election Petitioner is open contest in the election. Shri Jain says that, still, as the objection had been raised by another person namely, Konda Satyanarayana Reddy and pressed by him, the proceedings resulted in the objection being upheld and the nomination of the Election Petitioner being rejected. Thus, it seems clear that the Election Respondent did not raise the objection before the Returning Officer and did not take part in pressing of that objection. But, all the same, as the Election Respondent had contested the petition before the Election Tribunal, costs were rightly awarded against him. As the Election Respondent has filed this appeal which fails, we award costs to the Election Petitioner in this appeal also.

In the result, we dismiss this special appeal with costs. Advocate's fee Rs. 500

Memorandum of costs

Respondent's costs

	Rs.	P.
Stamp for vakalatnama.	5	00
Advocate's fee not certified	—	—
To be paid by the petitioner to the Respondent.	5	00

Sd./- V. Krishnaswamy,

Dated: 25—10—1965.

Dy. Registrar.

Judgment:

(Sd) Illegible,

Special Appeal No. 1 of 1965.

Sub Assistant Registrar (General).

Dismissing with costs the appeal against the Judgment and order of the Election Tribunal, Hyderabad in E.P. No. 12 of 1962.

[No. 82/12/62.]

New Delhi, the 22nd November 1965

S.O. 3619 —

[Notice under clause (b) of sub-section 3 of section 110 of the Representation of the People Act, 1951 (43 of 1951)].

IN THE COURT OF THE ELECTION TRIBUNAL, VARANASI
ELECTION PETITION No. 221 of 1962

Shri Prabhu Narain Singh, a candidate for election to the House of the People from 53 Chandauli, Varanasi District, S/o Late Sri Pratap Narain Singh, resident of CK-62/77, Kashipura, Varanasi—*Petitioner*.

Vs.

1. Sri Bal Krishna Singh S/o Arjun Singh, resident of Village Akoraha Kalan, Parg. Majhwar, District Varanasi.
2. Sri Moti Ram S/o Raghunandan, resident of Village Hinauta, Parg. Majhwar, Varanasi.
3. Sri Harihar S/o Ram Badan Singh, resident of Village Bhurkura, Parg. Kera, Varanasi—*Respondents*.

Notice is hereby given under clause (b) of sub-section 3 of Section 110 of the Representation of the People Act, 1951 (43 of 1951), that the Election Tribunal, Varanasi, has in exercise of the powers conferred on it by Section 109 of the said Act, granted leave to Shri Prabhu Narain Singh S/o late Sri Pratap Narain Singh resident of CK-62/77, Kashipura, Varanasi to withdraw his Election petition No. 221/62 which was duly presented by him on 12th April 1962

and called in question the election of Shri Prabhu Narain Singh, as Member of the House of the People from 53, Chandauli, Varanasi Constituency of that House.

Any person who might himself have been petitioner may within 14 days from the date of publication of this notice apply to the Tribunal for substitution as a petitioner under clause (3) of sub-section (3) of section 110 upon complying with the conditions laid down by Section 117 as regards security and shall be entitled to continue the proceedings upon such terms as the Tribunal may think fit to impose.

Dated:

November 16, 1965.

Sd/- BASUDEO LAL SRIVASTAVA,
Member, Election Tribunal, Varanasi.

[No. 82/221/62.]

By Order,
K. S. RAJAGOPALAN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 17th November 1965

S.O. 3620.—In exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952 (60 of 1952), the Central Government hereby further extends upto the 28th February, 1966, the period of time within which the Commission of Inquiry appointed by the Government of India in the Ministry of Home Affairs, by notification No. S.O. 173, dated the 8th January, 1965, shall complete the Inquiry into the matters specified in the notification mentioned above and report to the Central Government.

[No. F. 9/28/64-T(Pt. XIV).]

B. S. RAGHAVAN, Dy. Secy.

New Delhi, the 18th November 1965

S.O. 3621.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and Other Instruments) Rules, 1958, published with the notification of the Government of India, in the Ministry of Home Affairs No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. (1) These rules may be called the Authentication (Orders and Other Instruments) Third Amendment Rules, 1965.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 2 of the Authentication (Orders and Other Instruments) Rules, 1958—

(i) in clause (ab), the word "or" shall be added at the end;

(ii) after clause (ab), the following clause shall be inserted, namely:

"(ac) in the case of orders and other instruments relating to the Ministry of Finance, Department of Revenue, Tax Credit (Export) Division, by the Director or Assistant Director in that Department".

[No. F. 3/8/65-Pub. I.]

New Delhi, the 19th November 1965

S.O. 3622.—In exercise of the Powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and Other Instruments) Rules, 1958, published

with the notification of the Government of India in the Ministry of Home Affairs, No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. These rules may be called the Authentication (Orders and Other Instruments) Fourth Amendment Rules, 1965.

2. In rule 2 of the Authentication (Orders and Other Instruments) Rules, 1958—

(i) in clause (ac), the word “or” shall be added at the end;

(ii) after clause (ac), the following clause shall be inserted, namely:—

“(ad), in the case of orders and other instruments relating to the Works Division of the Ministry of Works and Housing, by a Section Officer in that Division of the Ministry”.

(iii) for clause (p), the following clause shall be substituted, namely:—

“(p) in the case of orders relating to the Ministry of Finance, Department of Revenue, Enforcement Directorate, Foreign Exchange Regulation Act, 1947, by the Director, the Deputy Director or the Assistant Director, Enforcement Directorate, Foreign Exchange Regulation Act, 1947, or”.

[No. F. 3/7/65-Pub. I.]

FATEH SINGH, Jt. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 6th November 1965

S.O. 3623.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. These Rules may be called the General Provident Fund (Central Services) Fourth Amendment Rules, 1965.

2. In the General Provident Fund (Central Services) Rules, 1960, in the fifth Schedule, in paragraph 2, after the entry “The Joint Directors (Food) in charge of Administration in the offices of the Regional Director (Food), Ministry of Food and Agriculture (Department of Food), in respect of the non-gazetted officers employed in the Region” the following entry shall be inserted, namely:—

“Directors of Audit and Accounts, Posts and Telegraphs”.

[No. F. 29(1)-EV(B)/65.]

C. K. SUBRAMANIAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 15th November 1965

S.O. 3624.—Statement of the Affairs of the Reserve Bank of India, as on the 5th November 1965.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up	5,00,00,000	Notes	29,94,08,000
		Rupee Coin	5,54,000
Reserve Fund	80,00,00,000	Small Coin	3,06,000
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	89,72,76,000
National Agricultural Credit (Stabilisa- tion) Fund	10,00,00,000	Balances Held Abroad*	11,07,56,000
		Investments**	128,91,85,000
		Loans and Advances to :—	
National Industrial Credit (Long Term Opera- tions) Fund	15,00,00,000	(i) Central Government . . . . .	..
		(ii) State Governments @	139,88,74,000
Deposits:—		Loans and Advances to :—	
(a) Government		(i) Scheduled Banks†	3,68,75,000
(i) Central Government	50,61,47,000	(ii) State Co-operative Banks††	165,79,54,000
(ii) State Governments	12,30,09,000	(iii) Others	1,92,64,000

		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(b) Banks		(a) Loans and Advances to :—	
		(i) State Governments	29,91,22,000
		(ii) State Co-operative Banks	13,18,55,000
(i) Scheduled Banks	103,69,23,000	(iii) Central Land Mortgage Banks . . . . .	..
(ii) State Co-operative Banks	2,54,93,000	(b) Investment in Central Land Mortgage Bank Debentures	5,47,77,000
(iii) Other Banks	1,94,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		Loans and Advances to State Co-operative Banks	
(c) Others	214,32,66,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
Bills Payable	21,73,09,000	(a) Loans and Advances to the Development Bank	2,42,34,000
		(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
Other Liabilities	40,71,14,000	Other Assets	33,89,65,000
Rupees		Rupees	
		655,94,55,000	

*Includes Cash and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. NIL advanced to scheduled banks against usance bills under Section 17(4) (c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 10th day of November, 1965.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 5th day of November, 1965

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department.	29,94,08,000		Gold Coin and Bullion :—		
Notes in circulation	2653 45,98.000		(a) Held in India	133,75,66,000	
Total Notes issued		2683,40,06,000	(b) Held outside India . . . .	..
			Foreign Securities	72,63,24,000	
			TOTAL		206 38,90,000
			Rupee Coin		101,56,73,000
			Government of India Rupee Securities		2375,44,43,000
			Internal Bills of Exchange and other commercial paper . . . .		..
TOTAL LIABILITIES		268,340,06,000	TOTAL ASSETS		2683 40,06,000

Dated the 10th day of November, 1965.

C S DIVEKAR,
Dy. Governor.

[No. F.3(2)-BC/65.]

New Delhi, the 18th November 1965

S.O. 3625—Statement of the Affairs of the Reserve Bank of India, as on the 12th November 1965.

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital Paid Up	5,00,00,000	Notes	14,11,16,000
Reserve Fund	80,00,00,000	Rupee Coin	4,47,000
		Small Coin	3,35,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	70,62,20,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad*	11,85,79,000
		Investments**	192,80,38,000
		Loans and Advances to :—	
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	(i) Central Government . . . . .	..
		(ii) State Governments@	117,18,70,000
		Loans and Advances to :—	
Deposits :—		(i) Scheduled Banks†	2,31,55,000
(a) Government :		(ii) State Co-operative Banks‡	165,39,43,000
		(iii) Others	2,92,34,000
(i) Central Government	52,45,95,000		

LIABILITIES	Rs.	ASSETS	Rs.
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(i) State Governments	7,24,68,000	(a) Loans and Advances to :—	
(b) Banks :		(i) State Governments	29,90,91,000
		(ii) State Co-operative Banks	13,17,17,000
		(iii) Central Land Mortgage Banks . . . . .	..
(i) Scheduled Banks	104,13,72,000	(b) Investment in Central Land Mortgage Bank Debentures.	5,47,77,000
(ii) State Co-operative Banks	2,55,36,000		
(iii) Other Banks	2,80,000	Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	..
(c) Other	208,89,49,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
Bills Payable	25,40,72,000	(a) Loans and Advances to the Development Bank	2,42,34,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
Other Liabilities	51,79,98,000	Other Assets	34,25,14,000
Rupees	662,52,70,000	Rupees	662,52,70,000

*Includes Cash and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. NIL advanced to scheduled banks against usance bills under Section 17(4) (c) of the R.B.I. Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 17th day of November, 1965.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 12th day of November, 1965.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	14,11,16,000		Gold Coin and Bullion :—		
Notes in circulation	2674,29,65,000		(a) Held in India	133,75,66,000	
			(b) Held outside India	..	
Total Notes issued		2688,40,81,000	Foreign Securities	72,63,24,000	
			TOTAL		206,38,90,000
			Rupee Coin		101,57,40,000
			Government of India Rupee Securities		2380,44,51,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		2688,40,81,000	TOTAL ASSETS		2688,40,81,000

Dated the 17th day of November, 1965.

P. C. BHATTACHARYYA,
Governor.

[No. F.3(2)-BC-/65]

R. K. SESHADRI,
Director (Banking).

(Department of Revenue)**INCOME-TAX***New Delhi, the 18th November 1965*

S.O. 3626.—In exercise of the powers conferred by sub-section (6) of section 38 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies St. Andrew's Church, Calcutta, to be a place of public worship of renown throughout the State of West Bengal for the purpose of the said Section.

[No. 107 (F. No. 16/43/65-IT(AI).]

J.C. KALRA, Dy. Secy.

(Department of Revenue)**ORDER****STAMPS***New Delhi, the 27th November 1965*

S.O. 3627.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which debentures of the value of five lakhs of rupees issued by the Mysore State Financial Corporation are chargeable under the said Act.

[No. 23/65-Stamps./F. No. 1/72/65-Cus. VII.]

M. G. VAIDYA, Under Secy.

CENTRAL BOARD OF DIRECT TAXES**INCOME-TAX***New Delhi, the 20th November 1965*

S.O. 3628.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following further amendments in the Schedule appended to its Notification S.O. 1621 (No. 31-Income-tax dated 11th May 1964) dated 16th May 1964, namely:—

In the said Schedule against Range-I, Lucknow, Varanasi Range and Kanpur IV Range, under column 2, the following shall be substituted, namely:—

Range-I, Lucknow.

1. Circle I, Lucknow.
2. Salary Circle, Lucknow.
3. Special Investigation Circle, Lucknow.
4. Gorakhpur.
5. Fyzabad.
6. Special Circle, Lucknow.

Varanasi.

1. Varanasi.
2. Special Survey Circle, Varanasi.
3. Project Circle, Varanasi.
4. Azamgarh.
5. Special Survey Circle, Allahabad.

Kanpur IV.

1. Special Investigation Circle 'B', Kanpur.
2. Fatehgarh.
3. Special Survey Circle, Kanpur.
4. Estate Duty-cum-Income-tax Circle, Kanpur.
5. Project Circle, Kanpur.

Explanatory Note

The amendments have become necessary on account of creation of new Circles known as Special Circle, Lucknow and Special Survey Circle, Allahabad and abolition of Special Investigation Circle 'C' Kanpur in the Commissioner charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 108 (F. No. 50/67/65-ITJ.)]

P. G. GANDHI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Food)

New Delhi, the 17th November 1965

S.O. 3629.—In exercise of the powers conferred by section 42 of the Warehousing Corporations Act, 1962 (58 of 1962), the Central Warehousing Corporation, with the previous sanction of the Central Government, hereby makes the following regulations, namely:—

CHAPTER I—Preliminary

1. Short title and commencement.—(1) These regulations may be called the Central Warehousing Corporation (General) Regulations, 1965.

(2) They shall come into force at once.

2. Definitions.—In these regulations unless the context otherwise requires,—

- (a) "Act" means the Warehousing Corporations Act, 1962 (58 of 1962);
- (b) "Board" means the board of directors referred to in section 6;
- (c) "Chairman" means the Chairman of the Board appointed under sub-section (4) of section 7;
- (d) "Corporation" means the Central Warehousing Corporation established under section 3;
- (e) "director" means a director of the Board;
- (f) "Executive Committee" means the Executive Committee of the Corporation constituted under sub-section (1) of section 12;
- (g) "managing director" means the managing director of the Corporation;
- (h) "section" means a section of the Act;
- (i) "Sub-committee" means a sub-committee referred to in rule 7 of the Central Warehousing Corporation Rules, 1963;
- (j) "Vice-Chairman" means the Vice-Chairman of the Board appointed under sub-section (4) of section 7.

CHAPTER II—Meetings of the Board and the Executive Committee

3. Meetings of the Board and the Executive Committee.—(1) A meeting of the Board shall be held ordinarily once in three months and that of the Executive Committee shall be held ordinarily once a month.

(2) Ordinarily not less than 14 days' notice shall be given to every director, of a meeting of the Board, and not less than 7 days' notice to a member of the Executive Committee, of a meeting of the Executive Committee.

(3) Notwithstanding anything contained in sub-regulation (2) an emergent meeting of the Board or that of the Executive Committee may, however, be convened at a shorter notice and such notice shall be deemed to be sufficient to enable every director or a member of the Executive Committee who is at that time in India to attend such meeting.

(4) A meeting of the Board or of the Executive Committee shall be convened by the managing director in consultation with the Chairman.

(5) Notice of the meeting shall be sent to each director or member of the Board or of the Executive Committee, as the case may be, at his registered address, specifying the time, date and place of the meeting, and the business to be transacted at the meeting.

(6) No business other than that specified in the notice shall be transacted at a meeting except that of which 7 days' clear notice has been given to the Chairman, but with the permission of the authority presiding at the meeting any other matter may be considered.

4. Presiding Authority.—The Chairman or in his absence the Vice-Chairman or in the absence of both, a director (other than the managing director) chosen by the directors present from amongst themselves, shall preside over the meeting of the Board or the Executive Committee, as the case may be.

5. Decision by majority.—All questions at a meeting of the Board or of the Executive Committee shall be decided by a majority of votes and in case of equality of votes the person presiding shall have a second or casting vote.

6. Quorum.—(1) The quorum for a meeting of the Board shall be five and that of the Executive Committee shall be three.

(2) If there is no quorum at any meeting of the Board or of the Executive Committee, the meeting shall be adjourned and at the adjourned meeting business of the last meeting shall be transacted irrespective of there being a quorum or not.

7. Place of meeting.—A meeting of the Board or of the Executive Committee may be held at New Delhi or at such other convenient place in India as may be decided by the Chairman.

8. Minute Book.—(1) The managing director shall maintain a Minute Book in which the minutes of a meeting of the Board shall be recorded and he shall similarly maintain a Minute Book in which the minutes of a meeting of the Executive Committee shall be recorded.

(2) The minutes of the meetings of the Board as well as of the Executive Committee shall be circulated as soon as possible after the meeting for the information of the directors, and shall be placed before the next meeting of the Board or the Executive Committee, as the case may be, for confirmation and shall bear the signature of the Chairman or in case where the Chairman does not preside over the meeting, the person presiding over the meeting.

9. Disclosure of interest by director.—Every director who is in any way, whether directly or indirectly, concerned or interested (except as a representative of a body corporate) in any contract, loan or agreement, entered into or proposed to be entered into, by or on behalf of the Corporation, shall disclose the nature of his concern or interest to the Board or the Executive Committee, as the case may be, and shall not participate in the meeting of the Board or of the Executive Committee when such contract, loan or agreement is considered.

CHAPTER III—Fees and allowances to Directors for attending meetings

10. Fees to directors other than members of Parliament and State Legislatures, salaried officers etc.—A director (other than a member of Parliament or a member of a State Legislature or the managing director or a salaried officer of the Government or an employee of a Government company or of a statutory body owned or controlled by the Government) shall receive a fee of Rs. 80 for attending each meeting of the Board and a fee of Rs. 25 for each meeting of the Executive Committee or of a sub-committee:

Provided that where such director attends—

- (i) a meeting of the Board and of the Executive Committee or a sub-committee; or
- (ii) a meeting of the Executive Committee and a sub-committee, on the same day, he shall be entitled to receive only
 - (a) in a case falling under (i), a fee of Rs. 80; and
 - (b) in a case falling under (ii), a fee of Rs. 25.

11. Allowances to directors other than members of State Legislatures, salaried officers etc.—(1) A director not falling under regulation 10 and not being a member of a State Legislature or a salaried officer of Government or an employee of a Government company or of a statutory body owned or controlled by Government, shall be reimbursed his travelling expenses for attending the meetings of the Board, or of the Executive Committee or of a sub-committee, or in respect of journeys undertaken by him in connection with any other business of the Corporation, at the following scales:—

- (a) **If the journey is performed by air.**—One standard fare plus one-fifth thereof, subject to a maximum of Rs. 30, for incidental expenses for each single journey:

Provided that in the case of a director who is a member of Parliament air travel will be permissible, subject to the approval of the Chairman and only if the director certifies that the journey by air was urgent and necessary.

NOTE.—If available, return tickets at reduced rates should be purchased when the director expects to perform the return journey by air within the period for which the return tickets are available. Allowance for the outward and return journeys when such return tickets are available will, however, be the actual cost of the return tickets plus two-fifths of the standard air fare for a single journey between the two places, or Rs. 60 whichever is less. The standard air fare would be taken to mean actual lowest single journey fare payable for the service by which a journey is performed.

- (b) **If the journey is performed by rail.**—One fare for air-conditioned class, if the same is availed of, or the actual fare of the class by which the director travels and incidental charges at the rate of 35P. for every 10 kilometers or part thereof if it exceeds 5 kilometres:

Provided that a director who is a member of Parliament shall use his free first class railway pass when he travels by rail and shall not be entitled to any fare except to reimbursement of the difference between the fares of air-conditioned class and first class if he travels by air-conditioned class.

- (c) **In respect of journeys by road between places not connected by rail.**—32P. per kilometre:

Provided that whenever a road journey is performed between places connected by rail, the travelling allowances admissible for road journey will be limited to incidental charges plus rail fare by first class unless if in any individual case the Chairman is satisfied that the journey by road was performed in the interest of the Corporation, in which case, travelling allowance may be allowed at 32P. per Kilometre without the aforesaid limitation.

- (d) **In respect of journeys by steamer.**—One first class fare at the lowest rate (without diet) plus three-fifths thereof as incidental expenses.

- (e) **daily allowances.**—At the rate of 18·75p. per diem at Bombay and Calcutta and of Rs. 15·70P. per diem at any other place for each day or days of attendance at the meeting:

Provided that if the director is a member of Parliament and he certifies that he was prevented from attending Parliament on any day or days because of the work connected with the Corporation, he will be allowed daily allowance at such rate as would be admissible from time to time to a member of Parliament for attending the session of Parliament.

12. Allowances to directors who are members of State Legislatures or Government Officers or employees of Government Companies or of Statutory bodies owned or controlled by Government.—(1) A director who is a member of any State legislature shall when he attends the meetings of the Board or of the Executive Committee or of a sub-committee or in respect of journeys undertaken by him in connection with any other business of the Corporation during any period when the State Legislature is not in session, be paid travelling and daily allowances under the rules of the State Government concerned and will be treated as Grade I Officer of that Government for this purpose and when such director attends such meetings or such business during the session of the State Legislature

he will be governed by the relevant rules of the State Legislature concerned regarding payment of travelling and daily allowances to members of that legislature.

(2) (a) A director who is a salaried officer of Government or an employee of a Government company or a statutory body owned or controlled by the Government shall be entitled to draw such travelling and daily allowances as are admissible to him under the rules regulating his conditions of service, for attending the meeting of the Board of the Executive Committee or of a sub-Committee or in respect of journeys undertaken by him in connection with any other business of the Corporation.

(b) Such allowances shall be drawn by such director from his employer and the charges on that account shall be reimbursed later by the Corporation to the employer.

(c) For the purpose of clause (b), the travelling allowance claim submitted to the Corporation shall be supported by a certificate from the Accounts Officer concerned of the Government or of the Government company or of the statutory body owned or controlled by the Government, as the case may be, to the effect that the claim has been correctly prepared under such rules.

CHAPTER IV—Administration and conduct of affairs of the corporation

13. Powers of Chairman in an emergency.—In matters calling for emergent action, the Chairman may pass any order or perform any act within the competence of the Board provided that any order passed under this regulation shall be placed for confirmation before the next meeting of the Board or of the Executive Committee, whichever is earlier.

14. Powers of the managing director.—(1) The managing director shall have the power to carry on the authorised business of the Corporation in accordance with the instructions which the Board or the Executive Committee may issue from time to time and the managing director shall decide whether any suit or other proceedings may be instituted or defended by or against the Corporation subject to such directions as the Board or the Executive Committee may give from time to time.

(2) The managing director shall act as the “Controlling and Disbursing Officer” in respect of all funds of the Corporation and shall operate accounts either singly or jointly with a director or any officer of the Corporation authorised in this behalf by the Board from time to time and draw, accept and endorse bills of exchange and other instruments in the current and authorised business of the Corporation and sign all other accounts, receipts and documents connected with such business.

(3) The managing director shall organise and supervise the office of the Corporation, maintain discipline and exercise such powers in connection with appointments, promotions, termination of service and other disciplinary matters and leave of the staff of the Corporation as may be vested by the Board in this behalf from time to time and allocate duties to the staff and make such other arrangements as may be necessary for the efficient discharge of the functions of the Corporation.

15. Expenditure on the administration of the Corporation.—The Board shall determine from time to time the amount of expenditure on the administration of the Corporation.

16. Common seal of the Corporation.—(1) The common seal of the Corporation shall not be affixed to any instrument except in pursuance of a resolution of the Board or of the Executive Committee and except in the presence of the managing director and one other director who shall sign their names to the instrument in token of their presence and such signing shall be independent of the signature of any person, who may sign the instrument as a witness.

(2) Any instrument executed otherwise than in accordance with the provisions of this regulation shall not be considered as validly executed.

17. Manner and form in which contracts binding on the Corporation may be executed.—(1) Any contract which is by law required to be in writing may be made on behalf of the Corporation in writing signed by any person acting under its authority, express or implied, and may in the same manner be varied or discharged.

(2) Any contract which will be valid if made by parole only may be made by parole on behalf of the Corporation by any person acting under its authority, express or implied, and may in the same manner be varied or discharged.

18. Complaints, etc. by whom to be signed.—Complaints, written statements, petitions, vakalatnamas, affidavits and other documents connected with may be signed and verified on behalf of the Corporation by the or the Chief Executive Officer and Secretary or such other officer as may be authorised by the managing director in this behalf.

CHAPTER V—Transfer of shares

19. Transfer of shares.—(1) Subject to the provisions of sub-section (4) of section 4, and rule 25 of the Central Warehousing Corporation Rules, 1963, the shares of the Corporation shall be transferable and every such transfer shall be made in writing in the following form and executed by the shareholder or by a person duly authorised by the shareholder in this behalf.

FORM

We (name and full address) in consideration of the sum of rupees (in words) paid to us by (name and full address) hereinafter called "the transferee" do hereby transfer to the transferee the share (or shares) numbered to inclusive in the body corporate called the Central Warehousing Corporation to hold until the said transferee and their assigns, subject to the several conditions on which we held the same immediately before the execution hereof and we, the transferee, do hereby agree to take the said share (or shares) subject to the conditions laid down by/or under the Warehousing Corporations Act, 1962 (58 of 1962).

As witness our hands this day of

Witness	{	Signature..... Name..... Address..... Occupation.....	}	Transferor	{	Signature..... Address.....	}
Witness	{	Signature..... Name..... Address..... Occupation.....	}	Transferee	{	Signature..... Address.....	}

(2) The instrument of transfer of any share shall be submitted to the Board and shall be signed by the transferor and the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Share Register.

(3) Each signature to such transfer shall be duly attested at least by one witness, who shall sign giving his name, address and occupation.

(4) The Board may decline to recognise any instrument of transfer unless:—

(a) the instrument of transfer is accompanied by the Certificate of the share to which it relates and such other evidence as the Corporation may necessarily require to show the right of the transferor to make the transfer;

(b) in the case of a share, not being a fully paid share, it is in favour of an institution approved by the Board.

(5) Upon receipt by the Board of an instrument of transfer with a request to register the transferee, the managing director shall make such enquiry as he may consider necessary in order to satisfy himself that the transferee is qualified under the Act, the rules made thereunder and these regulations to be registered as a shareholder.

CHAPTER VI—*Meetings of shareholders*

20. **Notice convening a meeting.**—A notice convening a general meeting, or a meeting under regulation 24, of the Corporation signed by the managing director or the Chief Executive Officer and Secretary of the Corporation shall be published in the Gazette of India or in such newspapers as the managing director may direct, at least thirty days before the meeting.

21. **Business at Annual General Meeting.**—(1) At the annual general meeting the following business may be transacted, namely:—

- (a) Business specified in sub-section (2) of section 13;
- (b) The election, if any, of directors;
- (c) Such other business of which not less than five weeks' notice is given in the form of a definite resolution by not less than ten shareholders qualified to vote at such meeting.

(2) Any resolution given notice of under clause (c) of sub-regulation (1) shall be included in the notice of the meeting and shall be put at the meeting.

(3) No other business shall be transacted or discussed except with the consent of the Chairman.

22. **Special and general meetings.**—A special meeting of the Corporation called by the Board under sub-section (3) of section 13 or any general meeting other than the annual general meeting may be convened at such time and place as may be determined by the Board.

23. **Business at special and general meetings.**—Except with the consent of the Chairman, no business other than the business for which any meeting has been specifically convened under regulation 22, shall be transacted or discussed at that meeting.

24. **Meeting for election.**—Separate meetings for the purpose of holding elections of representatives on the Board of different classes of shareholders mentioned in clauses (d), (e) and (f) of sub-section (1) of section 7 may be convened by the managing director at the Head Office of the Corporation at such time as may be determined by him.

25. **Quorum at a meeting.**—(1) No business shall be transacted at any general or special meeting of the shareholders unless a quorum of fifteen persons, being shareholders entitled to vote at such meeting in person or by proxy or by a duly authorised representative, is present at the commencement of such meeting, and if within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the following week at the same time and place, or to such other day and at such other time and place as the Chairman of the meeting may determine and if at such adjourned meeting a quorum is not present, the shareholders who are present shall form a quorum:

Provided that no annual general meeting shall be adjourned to a date later than six months of the close of the financial year.

(2) No business shall be transacted at any separate meeting of different classes of shareholders mentioned in clauses (d), (e) and (f) of sub-section (1) of section 7 convened under regulation 24, unless a quorum of 5, 15 and 4 persons, respectively, being shareholders entitled to vote at such meeting in person or by proxy or by a duly authorised representative, is present at the commencement of such meeting, and if within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to such other day and at such other time and place as the Chairman may determine and if at such adjourned meeting a quorum is not present the shareholders who are present shall form a quorum.

26. **Chairman of a meeting.**—(1) The Chairman or in his absence the Vice-Chairman or in the absence of both, a director (other than the managing director) elected by the persons present at the meeting and entitled to vote thereat shall be the chairman of the meeting.

(2) The chairman of a meeting shall regulate the procedure thereat and in particular shall have full power to decide the order in which shareholders can address the meeting, to fix a time limit for speeches, to apply the closure, when

in his opinion any matter has been sufficiently discussed, and to adjourn the meeting.

27. Voting at general or special meetings.—(1) At any general or special meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded under sub-regulation (2), be decided by a show of hands.

(2) A declaration by the chairman of a general or special meeting that a resolution has been carried or rejected thereat upon a show of hands by those shareholders who are entitled to vote shall be conclusive and on entry to that effect, in the books containing the minutes of the proceedings of the Corporation shall be sufficient evidence of that fact, without proof of the number or proportion of the votes cast in favour of or against such resolution:

Provided that before or on the declaration of the result of the voting, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken on a demand made in that behalf in writing by five persons present and entitled to vote at such meeting.

(3) If a poll is to be taken it shall be taken forthwith either by open voting or by ballot as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(4) At such poll a vote may be given by a shareholder entitled to vote either by a duly authorised representative or by proxy.

(5) Subject to the provisions of section 34 the decision of the chairman of the meeting as to the qualification of any person to vote, and also in the case of a poll as to the number of votes any person is entitled to exercise shall be final.

28. Minutes of the meetings.—(1) The Corporation shall cause minutes of all proceedings of meetings of shareholders to be recorded in books kept for that purpose.

(2) Any such minutes, if signed by the chairman of the meeting at which the proceedings take place or by the chairman of the next succeeding meeting, shall be evidence of such proceedings.

(3) Until the contrary is proved, every meeting in respect of the proceedings whereof minutes have been recorded shall be deemed to have been duly called and held, and all proceedings taking place thereat, to have duly taken place.

CHAPTER VII—Voting

29. Shareholders entitled to vote and their voting rights.—(1) Every shareholder who has been registered as a shareholder for a period of not less than three months prior to the date of any meeting of shareholders shall, at such meeting, be entitled to vote.

(2) Every shareholder entitled to vote under sub-regulation (1) who is present by proxy or a duly authorised representative shall have one vote for each share held by him for the whole period of three months prior to the date of such meeting:

Provided that notwithstanding anything contained in these regulations, no shareholder shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums payable by him at that time have not been paid, or in regard to which the Corporation has exercised any right of lien

30. Voting by Government.—(1) The Central Government may, by order in writing, authorise any of its officers to act as its representative at any meeting of the Corporation and the officer so authorised shall be entitled to exercise the same powers on behalf of the Central Government as if he were an individual shareholder of the Corporation and such officer shall not be deemed to be a proxy.

(2) A copy of any order made under sub-regulation (1) shall be deposited at the Head Office of the Corporation before the time fixed for the meeting.

(3) An order made under sub-regulation (1) may subsequently be revoked by the Central Government by depositing a notice of revocation at the Head Office of the Corporation before the time fixed for the meeting, and the due revocation of an order shall in no way prohibit the issue of another order by the

Central Government and the deposit of a copy thereof at the Head Office of the Corporation under sub-regulation (2).

31. **Voting by duly authorised representative.**—(1) No shareholder, being a body corporate, shall vote by proxy so long as a resolution of its directors or other governing body, under sub-regulation (2), authorising any of its officials or any other person to act as its duly authorised representative at any meeting, is in force.

(2) A body corporate [whether a company within the meaning of the Companies Act, 1956 (1 of 1956), or not] may, by resolution of its directors or other governing body, authorise any of its officials or any other person to act as its representative at any general or special meeting of the Corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents, as if he were an individual shareholder of the Corporation. The authorisation so given may be in favour of two representatives in the alternative.

Explanation.—For the purpose of this regulation and regulation 32 a body corporate shall include any institution qualified to be a shareholder of the Corporation under section 4.

(3) No person shall attend or vote at any meeting of the Corporation as a duly authorised representative unless a copy of the resolution appointing him as a duly authorised representative certified to be a true copy by the chairman of the meeting at which it was passed or by the Presiding Officer of the Board of Directors, managing committee or governing body, as the case may be, of the shareholder institution shall have been deposited at the Head Office of the Corporation not less than four clear days before the date fixed for the meeting.

(4) An appointment of a duly authorised representative shall, after the deposit of a certified copy of the resolution as aforesaid, be irrevocable for the meeting for which it is made and shall supersede any authorisation or proxy previously deposited for such shareholders.

(5) No person who is an employee of the Corporation shall be appointed as a duly authorised representative or a proxy under this regulation.

32. **Proxies.**—(1) No instrument of proxy shall be valid unless in the case of a body corporate it is executed under its common seal, or signed by its attorney duly authorised in writing.

(2) No proxy shall be valid unless it is made out specifically for the purpose of voting at the meeting at which it is to be used.

(3) No proxy shall be valid unless it is duly stamped and unless it, together with the power of attorney or other authority (if any) under which it is signed, or a copy of the power of attorney or other authority certified by a notary public, is deposited at the Head Office of the Corporation not less than four clear days before the date fixed for meeting.

(4) No instrument of proxy shall be valid unless it is dated and is in the following form:

FORM

CENTRAL WAREHOUSING CORPORATION

We _____ of _____ being a shareholder of the Central Warehousing Corporation holding _____ shares Nos. _____ hereby appoint _____ of _____ (or failing him/her _____ of _____) as our proxy to vote for us and on our behalf at a meeting of the shareholders of the Corporation to be held on _____ the _____ day of _____ 19____, and at any adjournment thereof.

Signed this _____ day of _____ 19____.

(5) Subject to the provisions of sub-regulation (4) of regulation 31, an instrument of proxy deposited at the Head Office of the Corporation shall be irrevocable after the last day for the deposit of proxies unless on or before that day a notice in writing under the hand of common seal of the granter specifically stating the name of the person in whose favour the instrument was granted and that such instrument is revoked is reported at the Head Office of the Corporation or unless the same is deemed invalid under sub-regulation (6). In the case of an instrument of proxy granted in favour of two grantees, in the alternative, it shall not be

necessary to mention in a notice of revocation the name of the second or alternative grantee provided that the notice is otherwise sufficient to identify beyond doubt that instrument of proxy which it is intended to revoke.

(6) If two or more instruments of proxy in respect of the same shares are deposited and if on or before the last day for deposit of proxies all but one of such instruments of proxy are not duly revoked in accordance with the procedure prescribed in sub-regulation (5), all such instruments of proxy shall be deemed invalid.

(7) The due revocation of an instrument of proxy shall in no way prohibit the deposit of another valid instrument of proxy within the time limit specified in sub-regulation (3).

(8) Notwithstanding anything contained in these regulations, the granter of an instrument of proxy which has become irrevocable under this regulation shall not be entitled to vote in person at the meeting or election to which such instrument relates.

[No. F. 35/26/59-SG.II.]

J. A. DAVE, Jt. Secy.

(Department of Agriculture)

New Delhi, the 12th November 1965

S.O. 3630.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules to amend the Onions Grading and Marking Rules, 1964 the same having been previously published as required by the said section, namely:—

1. These rules may be called the Onions Grading and Marking (Amendment) Rules, 1965.
2. In the Onions Grading and Marking Rules, 1964,—
 - (i) in rules 3 and 4, for the words and figures “Schedules II to VI”, the words and figures “Schedules II to VII” shall be substituted;
 - (ii) after Schedule VI, the following Schedule shall be inserted namely:—

“SCHEDULE VII

[See rules 3 and 4]

Grade designations and definition of quality of white onions (*Allium cepa* L) produced in parts of Maharashtra/Mysore State.

Grade Designation	Special Characteristics		General Characteristics
	Size (diameter) in mm (Minimum)	Colour	
1	2	3	4
Big	40	White to silvery white.	The bulbs shall :— (1) be reasonably uniform in shape, colour and pungency characteristics of the variety/type. (2) be mature, solid in feel, reasonably firm with tough clinging skins free from doubles and bottle-necks; (3) be thoroughly cured and dried, and
Medium . . .	25	Do.	
Mixed	Different sizes of a variety, not below 20 mm.	Do.	

I

2

3

4

- (4) be free from damage caused by seedstems, tops, roots, moisture, dry sunscald, sunburn, sprouting, diseases, insects and mechanical or other injuries and staining dirt or other foreign material.

NOTE 1. Tolerance for size: For accidental errors in sizing, not more than 5 per cent by weight of the bulbs in any lot may be of the next lower grade, than the minimum diameter prescribed.

2. Tolerance for requirements in respect of General Characteristics: to allow for variations other than size, incident to proper grading and handling not more than 10 per cent by weight of the onions in any lot may fail to meet the requirements specified under General Characteristics including therein, not more than 2 per cent for onions which are affected by decay.

Mixed.—This grade may be packed against a firm order only”.

[No. F. 15-24/65-AM.]

New Delhi, the 15th November 1965

S.O. 3631.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules to amend the Ginger Grading and Marking Rules, 1964, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Ginger Grading and Marking (Second Amendment) Rules, 1965.

2. In the Ginger Grading and Marking Rules, 1964, in Schedule VI and VIII, in the fourth column under the sub-heading “Lime as Cao% (by weight) maximum”, for the entry “2·5” the entry “3·5” shall be substituted.

[No. F. 15-13/65-AM.]

New Delhi, the 16th November 1965

S.O. 3632.—The following draft amendment to the Pepper Grading and Marking Rules, 1961 which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 20th December, 1965.

Any objection or suggestion which may be received from any person before the date so specified will be considered by the Central Government.

Draft Amendment

1. These rules may be called the Pepper Grading and Marking (Third Amendment) Rules, 1965.

2. In the Pepper Grading and Marking Rules, 1961, in Schedule I, for the entry “3.0” in column 3 against the entry “M.G. Grade 2” in column 1, the entry “5.0” shall be substituted.

[No. F. 15-29/65-AM.]

SANTOKH SINGH, Under Secy.

(Department of Agriculture)**(I.C.A.R.)***New Delhi, the 18th November 1965*

S.O. 3633.—In pursuance of Sub-Section (q) of Section 4 of the Indian Oilseeds Committee Act, 1946 (9 of 1946), the Central Government hereby appoint Shri G. U. Rao, as a member of the Indian Central Oilseeds Committee to represent the Federation of Rural Peoples Organisation for the period ending the 30th November, 1965 or till the re-organisation of the Committee, whichever is earlier.

[No. 8-12/65-Com III.]

New Delhi, the 20th November 1965

S.O. 3634.—Under Section 4(X) of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to nominate the following persons to be members of the Indian Central Cotton Committee Bombay, up to the 30th November, 1955 or up to the finalisation of the re-organisation proposals of the Committee, whichever is earlier:—

1. Shri Iqbal Singh, M.P., Abohar, District Ferozepur.
2. Shri P. S. Patil, M.P., Chikhli, District Buldana.

[No. 1(3)/65-Com.III.]

N. K. DUTTA, Under Secy.

MINISTRY OF HEALTH*New Delhi, the 18th November 1965*

S.O. 3635.—In pursuance of sub-sections (1) and (2) of section 5 of the Drugs and Cosmetics Act, 1940 (23 of 1940) as amended by section 4 of the Drugs and Cosmetics (Amendment) Act, 1964 (13 of 1964), the Central Government hereby reconstitutes the Drugs Technical Advisory Board so as to consist of the following members, namely:—

Ex-Officio members under clauses (i) to (viii) of sub-section (2) of section 5:—

1. The Director General of Health Services.—*Chairman.*
2. The Drugs Controller, India.
3. The Director of the Central Drugs Laboratory, Calcutta.
4. The Director of the Central Research Institute, Kasauli.
5. The Director of the Indian Veterinary Research Institute, Izatnagar.
6. The President of the Medical Council of India.
7. The President of the Pharmacy Council of India.
8. The Director of the Central Drugs Research Institute, Lucknow.

Nominated under clause (ix) of sub-section (2) of section 5:—

1. Shri M. K. Rangnekar, Director, Drugs Control Organisation, Maharashtra.
2. Dr. B. B. Sarkar, Director, Drugs Control West Bengal, Calcutta.

Elected under clause (x) of sub-section (2) of section 5:—

Prof. M. L. Schroff, Head of the Department of Pharmacy, Jadavpur University, Calcutta.

Elected under clause (xi) of sub-section (2) of section 5:—

Dr. M. N. Bhattacharya, Principal, Assam Medical College, Dibrugarh.

Nominated under clause (xii) of sub-section (2) of section 5:—

Dr. S. B. Rao, M/s. Navaratna Pharmaceutical Works, Cochin.

Elected under clause (xiii) of sub-section (2) of section 5:—

Dr. R. B. Arora, Professor of Pharmacology, All-India Institute of Medical Sciences, New Delhi.

Elected under clause (xiv) of sub-section (2) of section 5:—

Dr. Debesh Mukherjee, 162/12, Lake Gardens, Calcutta-33.

Elected under clause (xv) of sub-section (2) of section 5:—

Dr. H. R. Nanji Itlab Private Ltd., Meher House, Gawasji Patel Street, Bombay-1.

Nominated under clause (xvi) of sub-section (2) of section 5:—

1. Shri K. R. Srinivasan, Government Analyst, Madras.

2. Shri M. R. Shastri, Government Analyst, Gujarat.

[No. F. 4-13/64-D.]

A. N. VARMA, Under Secy.

New Delhi, the 19th November 1965

S.O. 3636.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the Schedule to the Notification of the Government of India in the Ministry of Health No. S.R.O. 619 dated the 28th February, 1957, namely:—

In the Schedule to the said notification:—

- (i) under the heading "part II-General Central Service Class III" under the sub-heading "Directorate General of Health Services", in column 2 and column 3, for the entries corresponding to the entry "All posts" in column 1, the entry "Director of Administration or, in his absence, the Deputy Director General of Health Services or the Additional Deputy Director General of Health Services (whosoever is incharge of administration)" shall be substituted;
- (ii) under the heading "Part III-General Central Service Class IV" under the sub-heading "Directorate General of Health Services" for the entry under column 5 corresponding to the entry "All posts" in column 1, the entry "Director of Administration or in his absence the Deputy Director General of Health Services or the Additional Deputy Director General of Health Services (who socver is incharge of administration)" shall be substituted.

[No. F. 38-36/60-Estt. (P).]

K. SATYANARAYANA, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P.&T. Board)

New Delhi, the 6th November, 1965

S.O. 3637.—In exercise of the powers conferred by Sections 31 and 32 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rules, 1933, namely:—

1. (1) These rules may be called the Indian Post Office (Second Amendment) Rules, 1965.

(2) It shall come into force on the 1st day of December, 1965.

2. In the Indian Post Office Rules, 1933:—

(a) in sub-rule (1) of rule 72,—

(i) for the figures "5,000", the figures "10,000" shall be substituted;

(ii) in the second proviso, for the words "containing gold coin or bullion or both", the words "containing Government currency notes, or bank notes or gold coin or bullion or any combination of these" shall be substituted;

(b) for the rule 74, the following rule shall be substituted:—

"74. In addition to the postage and the fee for registration, the following further fees shall be charged for insurance:—

- | | |
|---|--|
| (1) When the value insured does not exceed Rs. 100. | 40 Paise. |
| (2) When the value insured exceeds Rs. 100 but does not exceed Rs. 5,000. | 40 paise for the first Rs. 100 or fraction thereof and 20 paise for every additional Rs. 100 or fraction thereof. |
| (3) When the value insured exceeds Rs. 5,000. | for amounts upto Rs. 5,000 the same as for item (2) above and rupee one for every Rs. 1,000 or fraction thereof in excess of Rs. 5,000." |

[No. 11/3/65-CI.]

A. V. SESHANNA,
Director Postal Technical.

MINISTRY OF EDUCATION

ARCHAEOLOGY

New Delhi, the 16th November 1965

S.O. 3638.—Whereas by the notification of the Government of India in the Ministry of Education No. S.O. 2825, dated the 3rd September, 1965, the Central Government gave notice of its intention to declare the areas near or adjoining a protected monument and specified in the schedule attached hereto be a prohibited area for purposes of mining operation or construction or both;

And, whereas, no objections have been received to the making of such a declaration;

Now, therefore, in exercise of the powers conferred by rule 32 of the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, the Central Government hereby declares the said area to be a prohibited area.

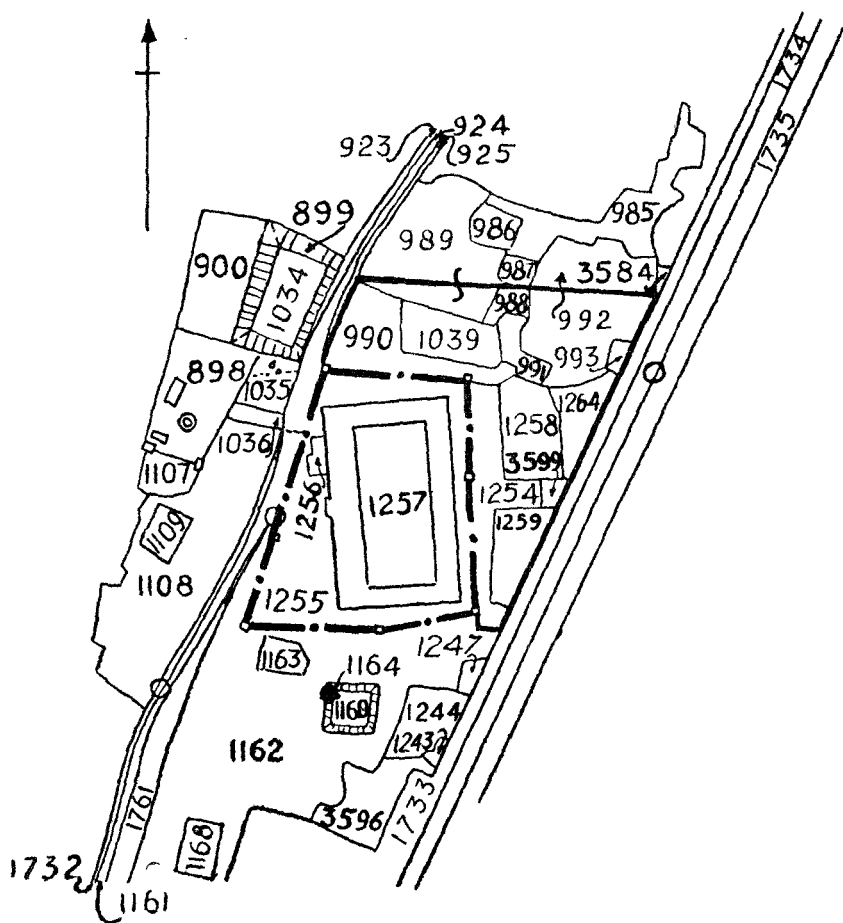
THE SCHEDULE

Sl. No.	State	District	Tehsil	Locality	Name of monument	Revenue plot number to be declared prohibited	Area	Ownership	Details of modern structures, if any, in the area to be declared prohibited
1	2	3	4	5	6	7	8	9	10
1	West Bengal	Malda	Sadar P.S. Gazal	Adina	Adina Mosque	Survey plot No. 990, 1039, 988, 991, 993, 1264, 1258, 1254, 3599, 1259 part of survey Plot No. 989 and 992 as shown in the plan reproduced below.	7.26 acres	Survey plot Nos. 390 & 1039 Government owned and remaining under private ownership.	Nil

SITE PLAN OF ADINA MOSQUE AT ADINA

100 0 100 200 300 METRES

150 0 300 600 900 1200 FEET



PROTECTED AREA — — — — —

PROPOSED PROHIBITED AREA — — — — —

[No. F. 4-5/65.C.1.]

SHARDA RAO (Mrs.),
Asstt. Educational Adviser.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 8th November 1965

S.O. 3639.—Whereas the Central Government was satisfied that Kalinga Cement Products, Lanjipally Road, was situated in Berhampur area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ganjam in the State of Orissa;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption, from the payment of the employers' special contribution under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), until the enforcement of the provisions of Chapter V of the Act in that area, by the notification of the Government of India in the Department of Social Security No. 6/28/65-HI, dated the 19th March, 1965;

And, whereas the Central Government is now satisfied that at present the insurable population of the Berhampur area in the district of Ganjam in the State of Orissa exceeds 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Department of Social Security No. 6/28/65-HI, dated the 19th March, 1965, namely:—

In the schedule to the said notification, against serial No. 4, the entries "Berhampur" and "Kalinga Cement Products, Lanjipally Road" occurring in columns No. 3 and 4 respectively shall be omitted.

[No. 6/28/65-HI.]

S.O. 3640.—Whereas the Central Government is satisfied that the Government Press, Shoranur, is situated in an area where the provisions of chapter V of the Employees' State Insurance Act, 1948 (34 of 1948) have not yet been enforced;

And, whereas the said factory is both non-commercial and non-competitive in nature;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) and in supersession of the notification of the Government of India in the Department of Social Security No. 6/13/65-HI, dated the 2nd February, 1965, the Central Government hereby exempts the said factory from the payment of the employers' special contribution leviable under chapter VA of the said Act, until the enforcement of the provisions of chapter V of the said Act in the said area.

[No. F. 6(13)/65-HI.]

New Delhi, the 16th November 1965

S.O. 3641.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th day of November, 1965, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), Chapter V and Chapter VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of

the said Act shall come into force in the following areas of the State of Andhra Pradesh, namely:—

The areas within the limits of Cuddapah Municipality and Cuddapah Industrial Estate bounded as under:—

I. CUDDAPAH MUNICIPALITY:

North: S. Nos. 414, 415, 416, 426, 430, 441, 442, 445 of Gudur Village.

S. Nos. 93, 98, 97, 442, 95, 447 of Cuddapah Area.

East: S. Nos. 941, 22, 21, 20, 19, 40, 73, 74, 76, 77, 81, 83, 82 of Chinna Chowk Village.

S. Nos. 266, 267, 268, 188, 186, 180, 179 of Nagarajupalle Village.

S. Nos. 874, 875, 876, 885, 898, 900, 910, 911, 912, 913, 914 of Chinna Chowk Village.

South: S. Nos. 919 of Chinna Chowk Village.

S. Nos. 104, 103, 102, 98, 97 of Nagarajupalle Village.

S. Nos. 147, 146, 130, 129, 128, 127, 115, 116, 158, 110, 109, 107, 104, 79, 78 of Viswanathapuram Village.

West: BUGGAVANKA:

S. No. 335, 334, 337, 340, 339, 360, 366, 384, 389, 531, 398, 399, 410 of Gudur Village.

II. INDUSTRIAL ESTATE CUDDAPAH: (BEYOND MUNICIPAL LIMITS)

North: S. Nos. 908, 1.A.2 of Chinna Chowk Village.

East: S. Nos. 904/1, 904/3 of Chinna Chowk Village.

S. Nos. 71/9, 71/3, 74/6 of Mamillapalle Village.

South: Railway Track

West: S. Nos. 69/P of Mamillapalle Village.

S. Nos. 908/2 of Chinna Chowk Village.

[No. F. 13(32)/65-HI.]

S.O. 3642.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th November, 1965 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas of the State of Gujarat, namely:—

1. Area within the Municipal Limits of Rajkot Town;
2. Paddock area near Rajkot (S. No. 134) in Taluka and District Rajkot;
3. Anandpur (Navagam) village in Taluka and District Rajkot.

[No. F. 13(33)/65-HI.]

New Delhi, the 20th November 1965

S.O. 3643.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Department of Social Security No. S.O. 2559, dated the 10th August, 1965, the Central Government hereby appoints Shri C. A. Davies to be an Inspector for the whole of the State of Madras and the Union territory of Pondicherry for the purposes of the said

Act and of any Scheme framed thereunder, in relation to establishments belonging to, or under the control of the Central Government, or in relation to establishments connected with a railway company, a major port, a mine or an oil-field, or a controlled industry *vice* Shri P. S. Dhotrekar.

[No. 17(85)/65-PF-I(i).]

S.O. 3644.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Department of Social Security No. S.O. 2560, dated the 10th August, 1965, the Central Government hereby appoints Shri C. A. Davies as Regional Provident Fund Commissioner for the whole of the State of Madras and the Union territory of Pondicherry to assist the Central Provident Fund Commissioner in the discharge of his duties *vice* Shri P. S. Dhotrekar.

[No. 17(85)/65-PF-I(ii).]

S.O. 3645.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th November, 1965 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the area within the limits of Wankaner Municipality in Rajkot District in the State of Gujarat.

[No. F.13(34)/65-HI.]

New Delhi, the 22nd November 1965

S.O. 3646.—Whereas the Central Government is of opinion that Shri Ram-singhbhai Verma nominated to represent employees on the Medical Benefit Council has ceased to represent the employees:

Now, therefore, in pursuance of sub-section (2) of section 12 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby declares that, with effect from the date of publication of this notification, Shri Ramsinghbhai Verma shall cease to be a member of the Medical Benefit Council.

[No. F.1/16/65-HI.]

DALJIT SINGH, Under Secy.

New Delhi, the 19th November 1965

S.O. 3647.—In exercise of the powers conferred by sub-section (1) of section 3 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956), the Central Government hereby adds to the Schedule to the said Act the following village industry, namely:—

“Manufacture of house-hold utensils in aluminium”

[No. 41/2/64-KVI(P).]

N. H. RAMAKRISHNAN, Under Secy.

MINISTRY OF PETROLEUM & CHEMICALS*New Delhi, the 12th November 1965*

S.O. 3648.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2413 dated the 31st July, 1965 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—West Bengal

Dist.—Howrah

Thana—Panchla

Village	Survey Nos. Extent (Plot Nos.) (Area)	Village	Survey Nos. Extent (Plot Nos.) (Area)
Satcharia., J.L. No. 27	377 .005 378 .005 379 .05 380 .03 381 .07 383 .11 394 .24 395 .24 396 .15 397 .02 507 .01 508 .18 509 .005 510 .04 542 .21 543 .12 544 .03 546 .005 555 .01 556 .09 557 .12 558 .16 559 .22 560 .03 564 .01 575 .15 576 .03 604 .12 606 .03 609 .24	Vill. Beldubi. J.L. 30 .	166 .06 178 .11 181 .30 183 .11 184 .12 189 .06 190 .005 191 .40 278 .07 279 .02 294 .03 298 .005 299 .15 300 .41 301 .32 302 .05 311 .28 312 .07 313 .06 314 .05 315 .15 316 .14 317 .12 318 .005 363 .30 364 .48 374 .10 375 .12 376 .26 377 .30 378 .44 407 .02 446 .48 447 .05 448 .02 449 .02 488 .14 489 .04
Vill. Paniara. J.L. 28	395 .03 464 .14 465 .06 466 .12 468 .18 474 .34 486 .34		

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Vnl. Beldubi, J.L. 30— <i>contd.</i>	490	·02	Belkulai, J.L. 31— <i>contd.</i>	26	·01
	491	·03		27	·18
	607	·14		30	·03
	608	·14		31	·06
	611	·12		43	·005
	612	·02		44	·10
	613	·38		45	·28
	614	·005		46	·07
	628	·36		47	·17
	629	·06		48	·26
	630	·02		55	·05
	631	·09		56	·36
	632	·03		57	·02
	896	·20		402	·01
	897	·04		412	·10
	916	·02		413	·08
	917	·13		552	·28
	918	·04		553	·22
	1163	·12			
	1164	·02	Vill. Panchla, 22	1634	·03
	1167	·005		1635	·03
Vill. Belkulai, J.L. 31 .	13	·02		1637	·14
	16	·13		1638	·03
	17	·50		1640	·02
	18	·02		1641	·01
	19	·03		1643	·02
	20	·04		1644	·01
	21	·05		1647	·005
	22	·12		1651	·01
	23	·12		1653	·66
	24	·16		1654	·005

[No. 31(33)/63-ONG/OR--Vol. 25.]

New Delhi, the 17th November. 1966

S.O. 3649.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2657 dated the 7th August, 1965, and 28th August, 1965, under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—West Bengal

Dist—Howrah

Thana—Amta

Village	Survey nos. (Plot nos.)	Extent (Area)
Kasmali J. L. No. 100	30	·68
Sibgachhia J. L. No. 76	1368	·01

[No. 31 (33) /63-ONG/OR-VOL. 23.]

S.O. 3650.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2330 dated the 24th July, 1965 and No. 2546 dated 14th August, 1965 under sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—West Bengal

Dist—Howrah

Thana—Uluberja

Village	Survey nos. (Plot Nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Madhubati, J. L. 71	161	·16	Madhubati	293	·21
	162	·12		320	·24
	163	·05		322	·38
	164	·01		323	·24
	166	·45		324	·05
	255	·05		326	·07
	256	·14		327	·10
	257	·28		328	·06
	258	·06		333	·20
	259	·05		334	·07
	260	·32		335	·005
	261	·18		374	·04
	285	·005			
	288	·01	Mraberia, I.	7	·01
	289	·11		8	·11
	290	·14		11	·32
	291	·28		12	·15

Village	Survey Nos. Plot Nos.	Extent (Area)	Village	Survey nos (Plot Nos.)	Extent (Area)
Mraberia, J.L. 8— <i>contd.</i>	14	·01		323	·02
	32	·18		324	·32
	34	·07		328	·12
	35	·09	Srirampur, J.L. 12— <i>contd.</i>	400	·03
	36	·18		407	·02
	41	·09		408	·18
	42	·04		409	·01
	43	·06		410	·24
	48	·02		412	·05
	198	·03		421	·08
	389	·02		426	·03
				427	·04
Palara, J.L. 10	232	·05		429	·22
	273	·17		430	·01
	312	·04		802	·01
	318	·15		804	·18
	319	·26		811	·02
	320	·34		812	·20
	326	·22		813	·04
	327	·01			
	339	·05	Mahishrekha, J.L. 13	236	005
	340	·18		383	·03
	343	·05		651	·09
	367	·32		728	·22
	368	·14		730	·22
	369	·01		731	·02
	421	·09		732	·40
	422	·03		733	·01
	423	·32		757	·03
	424	·02		760	·02
	429	·02		761	·09
				762	·01
Srirampur,*J. L. 1	40	·20		764	·36
	41	·005		765	·03
	42	·04		792	·01
	44	·12		793	·15
	45	·07		794	·02
	46	·07		798	·03
	49	·03		799	·18
	50	·22		800	·07
	51	·05		801	·10
	71	·01		820	·03
	77	·12		821	·12
	80	·22		824	·05
	81	·03		825	·07
	82	·05		826	·01
	83	·18		830	·005
	85	·01		831	·18
	87	·05		832	·15
	109	·40		833	·09
	110	·04		834	·09
	195	·12		835	·10
	196	·14		836	·07
	200	·14		837	·04
	201	·05		838	·03
	203	·04		839	·03
	204	·03			
	205	·05	Madhabpur, J. L. 14	83	·06
	206	·08		86	·21
	235	·08		87	·38
	236	·07		88	·02
	237	·20		91	·18
	244	·08		92	·03
	245	·05		93	·02
	246	·005		94	·01
	322	·05		153	·05

Village	Survey nos. (Plot nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Madhabpur, J.L. 14	176	·03	Joargar, J.L. 58	4439	·10
—Contd.	177	·04	—Contd.	4440	·06
	178	·07		4761	·01
	179	·08		4763	·04
	180	·02		4765	·30
	200	·07		4766	·10
	207	·07		4771	·05
	209	·11		4773	·14
	210	·14		4775	·02
	212	·30		4779	·03
	213	·10		4780	·36
	214	·06		4781	·30
	216	·10		4782	·15
	217	·005		4783	·06
				4851	·02
Nayachak, J.L. 57	378	·60		4852	·04
	461	·09		4950	·02
	471	·30		4994	·05
	472	·15		5015	·06
	473	·03			
	476	·01	Baniban Jagadishpur,		
	482	·04	J. L. 62	2436	·16
	483	·36		2439	·08
	484	·20		2440	·005
	486	·18		2443	·40
	487	·20		2446	·18
	488	·09		2447	·005
	545	·03		2472	·30
	546	·07		2485	·04
	547	·01		2537	·10
	548	·06		2538	·22
	558	·03		2541	·26
	579	·22		2542	·12
	580	·14		2544	·10
	615	·01		2545	·34
	618	·02		2546	·26
	619	·12		2548	·005
	620	·12		2549	·22
	641	·10		2550	·02
	924	·14		2552	·02
	925	·09		2571	·15
	926	·22		2572	·06
	927	·12		2576	·16
	929	·30		2577	·08
	930	·03		2578	·07
				2679	·01
Joargar, J. L. 58	4366	·03		2581	·16
	4375	·02		2613	·03
	4386	·02		2658	·02
	4394	·005		2660	·08
	4395	·16		2661	·20
	4396	·06		2662	·05
	4401	·10		2663	·24
	4402	·005		2664	·05
	4403	·06		2665	·20
	4404	·06		2666	·20
	4405	·36		2667	·24
	4406	·05		2668	·05
	4410	·005		2672	·09
	4418	·06		2673	·30
	4419	·10			
	4420	·05	Baniban, J.L. 63	295	·18
	4433	·12		320	·24
	4434	·07		321	·03

Village	Survey nos. (Plot nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Baniban, J.L. 63 —Contd.	322	·10	Brindabanpur, J.L. 90	40	·12
	323	·02		52	·08
	324	·26		53	·36
	403	·005		55	·22
	407	·16		57	·22
	408	·18		58	·02
	409	·22		59	·005
	410	·06		71	·03
	441	·04		77	·01
	456	·12		80	·01
	457	·03		81	·17
	459	·02		82	·23
	462	·14		83	·12
	545	·08		85	·02
	546	·10		86	·10
	547	·14		87	·02
	548	·12		101	·01
	549	·02		146	·04
	581	·32		155	·08
	584	·005		156	·10
	585	·12		157	·03
	586	·02		158	·20
	733	·04		159	·04
	737	·02		162	·02
Karatber J. L. 64	164	·03	J. L. 90	164	·07
	165	·20		168	·005
	166	·32		169	·15
	181	·10		170	·18
	182	·07		171	·01
	183	·02		172	·14
	185	·005		173	·18
	189	·22		174	·04
	190	·12		175	·07
	191	·10		192	·01
	404	·36		193	·18
	405	·24		194	·14
	406	·005		357	·03
	411	·05		380	·06
	412	·20		381	·20
	415	·20		394	·54
	416	·005		397	·24
	483	·04		398	·12
	484	·22		399	·32
	485	·005		404	·05
	486	·58		871	·04
	487	·22	Kantaberia, J.L. 90	4001	·08
	488	·02		4017	·15
	501	·12		4018	·08
	502	·05		4019	·08
	504	·005		4294	·01
	507	·04		4295	·02
	509	·09		4296	·03
	510	·05		4297	·11
	511	·03		4298	·08
	513	·30		4300	·04
	1004	·31		4301	·06
	1006	·07		4324	·15
	1007	·24		4325	·30
	1015	·18		4341	·04
	1016	·05		4342	·09
	1025	·03		4343	·11
	16	·03		4344	·07
	39	·07		4364	·22

Village	Survey nos. (Plot nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Kantaberia, J.L. 91— <i>contd</i>	4365	·17	Basudebpur, J.L. 93— <i>contd</i>	4123	·10
	4366	·02		4124	·16
	4367	·20		4125	·06
	4368	·14		4126	·07
	4382	·12		4127	·34
	4383	·11		4132	·005
	4384	·005		4184	·005
	4385	·34		4185	·12
	4387	·18		4186	·09
	4388	·16		4187	·005
	4389	·28		4188	·07
	4391	·02		4189	·07
	4392	·01		4191	·03
	4393	·005		4192	·005
	4396	·12		4200	·07
	4397	·24		4201	·02
Basudebpur J.L. 93	417	·08		4208	·06
	726	·09		4209	·20
	762	·06		4210	·09
	763	·28		4211	·20
	764	·16		4212	·005
	765	·04		4238	·12
	766	·04		4239	·22
	2034	·08		4253	·06
	2035	·03		4254	·04
	2037	·01		4255	·25
	2038	·04		4256	·01
	2039	·02		4257	·09
	2041	·14		4258	·10
	2048	·20		4536	·06
	2051	·21		4538	·12
	2052	·05		4539	·06
	2053	·01		4540	·10
	2061	·005		4663	·06
	2062	·30		4664	·10
	2063	·11		4666	·18
	2064	·02		4667	·02
	2070	·17		4671	·17
	2071	·02		4672	·005
	2075	·18		4710	·02
	2087	·005		4718	·06
	2089	·42		4722	·12
	2090	·01		4719	·08
	2091	·09		4720	·10
	2092	·20		4721	·12
	2093	·01		4723	·01
	2103	·01		4725	·005
	2357	·02		4726	·05
	2359	·02		4727	·08
	4046	·02		4728	·04
	4080	·01		4731	·22
	4086	·02		4752	·02
	4087	·20		5221	·02
	4088	·24		5235	·32
	4089	·11		5255	·03
	4090	·005	Bar Ramnagar, J.L. 97	637	·005
	4091	·07		638	·06
	4101	·02		639	·07
	4108	·42		640	·18
	4112	·04		641	·01
	4114	·005		660	·80
	4121	·07		661	·03
	4122	·50			

Village	Survey nos. (Plot nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Bar Ramnagar, J.L. 97— <i>contd</i>	662	04	Surikhal, J.L. 98	78	04
	663	04		147	005
	664	12		148	16
	665	14		149	24
	666	07		150	02
	667	07		151	03
	676	005		152	14
	732	04		154	10
	959	12		248	02
	1060	08		423	005
	1062	09		424	14
	1063	12		425	00
	1070	03		426	12
	1110	16		427	12
	1111	08		428	04
	1112	06		430	10
	1115	16		431	10
	1116	07		432	005
	1118	07		504	08
	1119	18		505	06
	1145	18	Raghudebpur, J.L. 99	128	18
	1146	06		129	32
	1151	005		130	08
	1152	02		131	16
	1153	05		142	05
	1154	05		143	07
	1155	04		144	08
	1156	02		145	18
	1262	005		146	30
	1263	005		147	005
	1264	05		159	16
	1265	04		1136	03
	1266	03		1138	05
	1267	005		1139	16
	1269	16		1141	005
	1270	12		1150	01
	1272	22		1152	28
	1276	005		1153	02
	1302	04		1154	08
	1303	05		1156	10
	1304	10		1157	04
	1305	05		1164	005
	1306	09		1336	005
	1310	10		1338	12
	1311	12		1339	02
	1312	02		1340	14
	1313	01		1345	24
	1314	04		1355	005
	1315	06		1356	40
	1316	07		1359	07
	1317	02		1360	10
	1341	05		1361	04
	1382	04		1420	09
	1398	02		1425	25
	1399	01		1427	20
	1400	10		1428	11
	1401	01		1429	08
	1424	04		1431	12
	1430	12		1435	30
	1432	02		1436	07
	1700	02		1437		02
	1427	01		1457		38
	1428	02		1458		04
	1429	06		1459		02
	1491	03			

Village	Survey nos. (Plot nos.)	Extent (Area)	Village	Survey nos. (Plot nos.)	Extent (Area)
Raghudebpur, J.L. 99— <i>co. d.</i>	1460	.36	Raghudebpur J.L. 99— <i>contd</i>	2545	.01
	1461	.16		2586	.10
	1462	.03		2587	.16
	1463	.04		2588	.36
	1464	.02		2596	.35
	1465	.04		2597	.02
	1466	.01		2611	.19
	1467	.14		2612	.17
	1472	.005		2613	.10
	1477	.02		2647	.20
	1478	.01		2652	.10
	1486	.10		2653	.005
	1511	.10		2654	.38
	1512	.18		2655	.15
	1513	.08		2656	.005
	1514	.20		2665	.18
	1515	.01		2669	.02
	1669	.15		2670	.32
	2335	.02		2675	.07
	2336	.22			
	2338	.18	Charbhanga Basudebpur	4	.02
	2346	.03	J.L. 100	5	.06
	2348	.01		26	.10
	2349	.03		27	.09
	2350	.10		28	.10
	2351	.12		30	.01
	2352	.03		31	.01
	2353	.15		37	.20
	2354	.08		40	.08
	2355	.03			
	2517	.02	Bamunhati, J.L. 11	60	.01
	2524	.03		61	.02
	2525	.005		62	.02
	2526	.005		105	.01
	2527	.06		106	.18
	2529	.03		152	.48
	2530	.03		159	.06
	2531	.12		160	.11
	2533	.005		449	.95
	2544	.01			

[No. 31 (33) /63-ONG/OR-VOL. 24.]

V. P. AGARWAL, Under Secy.

MINISTRY OF INDUSTRY & SUPPLY

New Delhi, the 15th November 1965

S.O. 3651/IDRA/10/1/65.—In exercise of the powers conferred by sub-section (1) of section 10 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby fixes a period of nine months from the date of publication of this notification as the period within which the owner of every existing industrial undertaking situated in the union territory of Dadra and Nagar Haveli and pertaining to the industries specified in the First Schedule to the said Act shall register the undertaking in the prescribed manner.

[No. 4(2)Lic. Pol./62.]

S.O. 3652/IDRA/29B/1/63.—In exercise of the powers conferred by sub-section (1) of section 29-B of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby exempts from the operation of sections 10, 11, 11A and 13 of the said Act and the rules made thereunder, all industrial undertakings located in the union territory of Dadra and Nagar Haveli, which

pertain to an industry specified in the First Schedule to the said Act, (other than undertakings pertaining to:

- (i) coal falling under "(1) Coal, Lignite, coke and their derivatives" under the heading "2. Fuels";
- (ii) Textiles, falling under the heading "23. Textiles (including those dyed, printed or otherwise processed)" manufactured, produced or processed on powerlooms;
- (iii) Roller flour milling falling under "(4) Flour" under the heading "27. Food Processing Industries";
- (iv) (a) Oil seed crushing, falling under "(1) Vegetable oils, including solvent extracted oils" and (b) Vanaspathi falling under "(2) Vanaspathi" under the heading "28. Vegetable oils and Vanaspathi";
- (v) Leather falling under the heading "31. Leather, Leather Goods and Pickers"; and
- (vi) Matches falling under "(3) Matches" under the heading "36. Timber Products"),

and which have fixed assets that is, investments in land, building and machinery, not exceeding rupees twenty-five lakhs in value, irrespective of the number of workers employed.

[No. 4(2)/Lic. Pol./62.]

R. C. SETHI, Under Secy.

(Department of Industry)

ORDER

New Delhi, the 20th November 1965

S.O. 3653/IDRA/18G/65.—In exercise of the powers conferred by Section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following Order further to amend the Cement Control Order 1961, namely:—

1. This Order may be called the Cement Control (Fourteenth Amendment) Order, 1965.
2. In the Schedule to the Cement Control Order 1961, in the Table below paragraph (A) for the entry against Serial No. 7, the following entry shall be substituted, namely:—

TABLE

Name of Producer	Price per tonne.
"7. M/s. Associated Cement Companies Ltd., Bombay. Jamul Works	{ Rs. 79.00 Upto 31st May 1965. Rs. 83.00 From 1st June 1965.
Other Works	Rs. 77.50 From 1st June 1965."

[No. 8-8/65-CEM.II.]

R. NATARAJAN, Under Secy.

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 15th November 1965

S.O. 3654.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that Certification Marks Licence No. CM/

L-330, particulars of which are given in the Schedule hereto annexed, has been cancelled with effect from 21st October, 1965:

THE SCHEDULE

Sl. No.	Licence No. and date	Name and address of the licensee	Article/Process covered by the licence	Relevant Indian Standard
1	CM/L-330 7th August 1961.	M/s. Murarka Engineering Works, 28/37 Najafgarh Road, New Delhi-15	(i) Spring leaf for automobile suspension ; (ii) Leaf spring for automobile suspension.	IS : 1135-1957 Specification for general requirements for leaf springs for automobile suspension.

[No. MD/12-636.]

S.O. 3655.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 16th November 1965.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard
(1)	(2)	(3)	(4)	(5)
	IS : 2568	Malathion dusting powders	IS : 2568-1963 Specification for malathion dusting powders	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.



[No. MD/17:2.]

S.O. 3656.—In partial modification of the Standard Mark, notified in the Schedule annexed to the then Ministry of Commerce and Industry (Indian Standards Institution) Notification No. S.O. 482, dated the 24th February, 1961, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 4th March, 1961, the Indian Standards Institution hereby notifies that the Standard Mark for *Maida*, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been revised.

This Standard Mark for the purpose of Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961 and the Rules and Regulations framed thereunder, shall come into force with immediate effect.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products	No. and Title of the Relevant Indian Standard	Verbal description of the design of the Standard Mark
I	IS: 1009	Maida, grade HG	IS: 1009-1957 Specification for maida	The monogram of the Indian Standards Institution, consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being inscribed on the top side and grade designation being inscribed in the bottom side of the monogram as indicated in the design.



[No. MD/17:2/A.]

S.O. 3657.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the marking fee per unit for Malathion dusting powders, details of which are given in the Schedule, hereto annexed, has been determined and the fee shall come into force with effect from 16th November, 1965.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
	Malathion dusting powders	IS :2568—1963 Specification for malathion powders	One Metric Tonne	Rs. 5-00

[No. MD/18:2.]

D. V. KARMARKAR,
Joint Director (Marks).

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 19th November 1965

S.O. 3658.—In exercise of the powers conferred by section 21 of the Indian Standards Institution (Certification Marks) Act, 1952 (36 of 1952), read with clauses (a) and (b) of sub-rule (1) of rule 3 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution, with the previous approval of the Central Government, hereby makes the following

further amendments to the Indian Standards Institution (Certification Marks) Regulations, 1955, which shall come into force with effect from 1st January, 1966, namely:

In the said regulations, in regulation 6,—

(i) for sub-regulation (2), the following sub-regulation shall be substituted, namely:

“(2) When a Standard Mark has been specified in respect of an article or process, no person other than the licensee may make any public claim through any advertisement, sales promotion leaflets, price-lists or the like that his product conforms to the relevant Indian Standard or carries the Standard Mark.

Explanation.—For the purpose of this sub-regulation, a claim as to conformity of one's product to an Indian Standard in reply to a specific query or in a tender addressed to any individual customer shall not be deemed to be a public claim.”;

(ii) for sub-regulation (3), the following sub-regulation shall be substituted, namely:

“(3) So long as a Standard Mark is not specified for an article or process, a person may—

(i) publicly claim that his product or process conforms to the Indian Standard provided that such product or process actually conforms to the Indian Standard, or

(ii) with the previous sanction of the Institution, use the designation of the relevant Indian Standard in the markings on the article or the covering thereof.”

[No. MD/3:1.]

LAL C. VERMAN, Director.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th November 1965

S.O. 3659.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri K. D. Tripathi as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. F. 11 3/65-FC.]

New Delhi, the 18th November 1965

S.O. 3660.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Smt. Kamala Menon, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. 11/3/65-FC.]

S.O. 3661.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri Ayodhyanath, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. 11/3/65-FC.]

ORDERS

New Delhi, the 11th November 1965

S.O. 3662.—In pursuance of the Direction issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule

annexed hereto in all their language versions to be of description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE.

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act, XVII of 1953.)

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film.
1	2	3	4	5	6
1	Maharashtra News No. 161 (Hindi and Marathi).	298 M	Directorate of Publicity, Government of Maharashtra, Bombay.		Film dealing with news and current events (For release in Maharashtra Circuit only).
2	Malariache Ata Navach Nako (Hindi and Marathi).	304 M		Do.	Film intended for educational purposes. (For release in Maharashtra Circuit only).
3	Vasant Bahar (Hindi and Marathi).	289 M		Do.	Documentary film (For release in Maharashtra Circuit only).

[No. F. 24/1/65-FP App.1037.]

S.O. 3663.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of Section 5 of the Uttar Pradesh Cinemas (Regulation) Act, 1955 (Uttar Pradesh Act No. 3 of 1955).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for Educational purposes or a film dealing with news and current events or documentary film.
1	2	3	4	5	6
1	Deva Mela (Hindi)	304.79M	Director of Information, Government of Uttar Pradesh, Lucknow.		Film intended for educational purposes (For release in U.P. Circuit only).

[No. F. 24/1/65-FP App. 1038.]

New Delhi, the 19th November 1965.

S.O. 3664.—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

(3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 33 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film
1	2	3	4	5	6
1	Balgani Kavya- leni (Marathi)	318 M	Director of Publicity, Government of Maharashtra, Bombay.		Film intended for educational pur- poses (For release in Maharashtra Cir- cuit only).

[No. F. 24/1/65-FP App. 1040.]

S.O. 3665.—In pursuance of the Directions issued under the provision of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all their language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-Section (3) of Section 5 of the Andhra Pradesh Cinemas (Regulation) Act, 1955 (President's Act 4 of 1955).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Coal Bunker of the South (Khammam).	304·80M	Director of Information & Public Relations, Govt. of Andhra Pradesh, Hyderabad.		Documentary film (For release in Andhra Pradesh Circuit only).
2	Cheyi Cheyi Kalu-Pudam (Cooperative Farming).	304·80M		Do.	Film intended for educational purposes (For release in Andhra Pradesh Circuit only).

[No. F. 24/1/65-FP App. 1041.]

CORRIGENDUM

New Delhi, the 16th November 1965

S.O. 3666.—In the Notification of the Ministry of Information and Broadcasting No. S.O. 3225 dated the 6th October, 1965, published at page 3397 in Part II—Section 3—Sub-section (ii) of the Gazette of India Extraordinary dated the 16th October, 1965, in the last line of Notification for “25th August, 1965” please read “6th October, 1965”.

[No. 11/3/65-FC.]

D. R. KHANNA, Under Secy.

MINISTRY OF STEEL AND MINES

(Department of Mines and Metals)

New Delhi, the 16th November 1965

S.O. 3667.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 3294 dated the 18th November, 1963, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 7695.75 acres (approximately) or 3116.78 hectares (approximately) and 300 acres (approximately) or 121.50 hectares (approximately) in the localities specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 18th November, 1965 as the period within which the Central Government may give notice of its intention to acquire the whole or any part of the said lands or of any rights in or over such lands.

SCHEDULE

Drg. No. Rev/93/63
Dated 23-8-1963

SUB-BLOCK-1

Sl. No.	Village	Village No.	Tahsil	District	Area	Remarks
1	Muher	476	Smgrauli	Sidhi		Part
2	Purcwa	309	"	"		Full
3	Chanpathar	184	"	"		Full
4	Nigai	238	"	"		Part
5	Murhbani	205	"	"		Part
6	Binouli	170	"	"		Part
7	Dharaullikala	116	"	"		Part
8	Dharaullikhurd	117	"	"		Part
9	Nawanagar	129	"	"		Part
10	Amjhar	7	"	"		Part
11	Bharowa	131	"	"		Part
12	Matouli	446	"	"		Part
13	Sarasobah Raja Tola	224	"	"		Part

Total area : 7695.75 acres (Approx.)
OR 3116.78 Hectares (Approximately)

Boundary Description:

A-B line passes through villages Muher and Bharowa and meeting at point 'B'.

B-C line passes through villages Bharowa, Amjhar, Nawanagar Dharaullikhurd, Dharaullikala and meeting at point 'C'.

C-D line passes through village Dharaullikala, along the part common boundary of villages Etwa and Dharaullikala, through villages Binouli and Murhbani and meeting at point 'D'.

D-E line passes through village Murhbani and meeting at point 'E'.

E-F line passes through villages Murhbani and Sarasobah Raja Tola and meeting at point 'F'.

F-G line passes along the part common boundary of villages Matouli and Sarasobah Raja Tola, Matouli and Dudhichuwa and meeting at point 'G'.

G-H line passes through villages Matouli and Nigai and meeting at point 'H'.

[G-H line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 2150 dated 9th July 1962].

H-I line passes through villages Nigai and Matouli and meeting at point 'I'.

[H-I line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 2150 dated 9th July 1962].

I-A line passes through villages Matouli and Muher and meeting at point 'A'.

J-K line passes through villages Matouli and Nigai and meeting at point 'K'.

[J-K line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 3746 dated 3rd December 1962].

K-L line passes through villages Nigai and Murhbani and meeting at point 'L'.

[K-L line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 3746 dated 3rd December 1962].

L-J line passes through villages Murhbani and Matouli and meeting at point 'J'.

[L-J line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 3746 dated 3rd December 1962].

[A-B line and I-A line are the common boundary of block notified U/S 4(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 under S.O. 717 dated 12th March, 1963].

SUB-BLOCK II

Sl. No.	Village	Village No.	Tahsil	District	Area	Remarks
1	Matouli	446	Singrauli	Sidhi		Part

Total Area 300.00 Acres
(Approximately)
OR 121.5 hectares (Approximately)

Boundary Description:

M-N line passes through village Matouli and meeting at point 'N'.

[M-N line is also the common boundary of block notified U/S 17(2) of Mines and Minerals (Regulation and Development) Act, 1957 under S.O. 2150 dated 9th July 1962].

N-O line passes along the part common boundary of villages Matouli and Dudhichuwa and meeting at point 'O'.

O-P line passes along the common boundary of villages Matouli and Korwarl and meeting at point 'P'.

P-M line passes along the common boundary of villages Matouli and Chatka and part common boundary of villages Matouli and Pijreh and meeting at point 'M'.

[N-O line, O-P line and P-M line are also the common boundary of block notified U/S 4(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 under S.O. 718 dated 12th March 1963].

ERRATA

New Delhi, the 17th November 1965

S.O. 3663.—In Schedule to the Notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals), S.O. 2885, dated the 4th September, 1965 and published in Part—II, Section 3, Sub-section (ii) of the Gazette of India dated the 18th September, 1965, at pages 3140 to 3141:—

at page 3141—

(i) in line 3, for “764(P)” read “674(P)”.

(ii) in line 23, for “1963” read “1953”.

[No. C2-20(15)/64.]

New Delhi, the 19th November 1965

S.O. 3669.—In the notification of the Government of India, in the Ministry of Steel and Mines (Department of Mines and Metals), S.O. No. 2944, dated the 14th September, 1965, published in Part II, Section 3; Sub-section (ii) of the Gazette of India, dated the 25th September, 1965 at pages 3177 to 3178:—

at page 3178—

In line 14, in the tabular statement, for “Dharseni” read “Dharsenri”.

[No. C2-22(3)/65.]

RAM SAHAY, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 17th November 1965

S.O. 3670.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Shri C. I. Abraham and 66 others at Cochin and their workmen which was received by the Central Government on 6th November, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-32 OF 1963

Employers in relation to Shri C. I. Abraham and 66 others,

AND

Their Workmen

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the employers (represented by the Cochin Port Boat-Owners' Association)—Shri George K. Verghese, Advocate, with Shri C. K. George, Secretary.

For the Cochin Port Cargo Labour Union—Shri T. C. H. Menon, Advocate, with Shri T. M. Aboo, Secretary.

For the Cochin Thuramugha Thozhilali Union—Shri K. A. Subramaniam, Advocate, with Shri A. A. Kochunny, Secretary.

For the Cochin Port Thozhilali Union—Shri M. V. Joseph, Advocate, with Shri A. A. Muhamad Ali, Convenor.

Dated at Bombay this 4th day of November, 1965

INDUSTRY—Major Port

STATE—Kerala.

AWARD (PART I)

1. The Central Government, by the Ministry of Labour & Employment's Order No. 28/62-LRIV dated 5th October, 1962, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between

the parties above-named in respect of the subject-matters specified in the following schedule to the said order, for adjudication to Shri V. U. Joseph as Presiding Officer, Central Government Industrial Tribunal at Ernakulam:—

SCHEDULE

1. In what manner the lighter crew should be registered?
2. Whether there should be any revision of the wage rates of the boat crew; if so, to what extent?
3. What should be the minimum rate of wages payable to the boat crew?
4. What should be the rate of payment to the boat crew for sundry loads?
5. What should be the rate of payment to the boat crew for loaded lighters returning from steamer or wharf with full cargo?
6. What should be the minimum rate of payment to the boat crew when they are engaged by more than one party?
7. What should be the extra payment to the boat crew for night duty involving no loading or unloading work?
8. What should be the extra payment to the boat crew for duty during night involving certain hours of work?
9. What should be the payment to the boat crew for duty beyond 24 hours and beyond 48 hours?
10. What hours should be reckoned as the hours of night?
11. What should be the date of payment or settlement of wages of the boat crew and what should be the manner in which the record of work done by the boat crew has to be maintained?
12. Is the demand of the boat crew for extra wages for work on holidays justified and if so, what should be the extra wages and what should be the number of holidays on which the extra wage is payable?
13. What should be the rate of sur-charge for trips to places such as Eloor, Kundra, Four berths, etc.?
14. What should be the rate of diurnal allowance?
15. What should be the machinery to decide wage rates for new commodities and changed packings?"

2. Upon the services of the said Shri V. U. Joseph having ceased to become available. The Government was pleased by order No. 28/62/62 LR.IV, dated 5th August, 1963 made in exercise of the powers conferred by section 7A, clause (d) of sub-section (1) of section 10 and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (Act XIV of 1947), to withdraw the proceedings in relation to the said dispute from the Industrial Tribunal presided over by Shri V. U. Joseph and transfer the same to me as Presiding Officer, Central Government Industrial Tribunal at Bombay.

3. Thereafter, this dispute was taken up for hearing by me at Ernakulam, Kerala, and on 29th October, 1965, the parties filed a joint application recording the terms of settlement that had been reached between them on all the issues under reference, except issues Nos. 1, 7, 9, 13 and 14 in the schedule reproduced above, and prayed that an award be made in terms thereof. A copy of the said Memorandum of Settlement dated 29th October 1965 filed by the parties is annexed hereto and marked Annexure 'A', and as I am satisfied that the same is reasonable in the facts and circumstances of the case, I do hereby make an Award Part I in terms thereof.

4. No order as to costs.

SALIM M. MERCHANT,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. C.G.I.T. 32 OF 1963

In the matter of the industrial dispute between Shri C. I. Abraham, General Shipping and Forwarding Service, Cochin 2 and 66 others and the workmen represented by the three Unions mentioned in the Order of Reference.

Memorandum of Settlement filed by the parties

1. While the above dispute was pending before the Hon'ble Tribunal, a Wage Board was constituted by the Central Government, for Dock Workers. The said Wage Board made certain recommendations for grant of interim relief and the said recommendations were accepted by the Government of India by their Resolution No. WB-21(13)/65 dated the 27th April 1965. The interim recommendations thus accepted by the Government of India were published in the Gazette of India dated the 15th May 1965. Following this, representations were made by the Unions demanding the implementation of the interim recommendations of the Wage Board so far as the crews of the lighters who are concerned in this adjudication. There were negotiations and discussions between the parties which led to proceedings No. C.P.T./36/65 dated 10th July, 1965 by the Chairman, Cochin Port Trust, and it is finally agreed that in lieu of the demand for implementing the interim recommendations of the Wage Board, certain increases in the present rates paid to these men will be made. It was also agreed that this will be effective from the 1st June 1965. The rates of increases are as given hereafter.

2. It is also agreed that the said settlement should be treated as in full and final settlement of all the issues pending before the Hon'ble Tribunal for adjudication, excepting Issue Nos. 1, 7, 9, 13 and 14 and it is further agreed that this agreement will not prejudice the contentions of either parties before the Wage Board.

3. The terms of the settlement are as follows:—

A. The crew of the lighters will be paid an increase of 50 per cent in their rates as they existed on 31st May, 1965, and this increase will be effective from 1st June, 1965, provided that the rates mentioned above will not include Bhatta and Minimum charges. The question of Bhatta and Minimum Charges is left open for decision by this Tribunal.

B. In view of the above settlement, all issues other than Issue Nos. 1, 7, 9, 13 and 14 are not pressed by the Unions. These issues, namely Nos. 1, 7, 9, 13 and 14 will be left for decision by the Hon'ble Tribunal.

C. This agreement is entered into without prejudice to the contentions of parties and also will not preclude either party from raising their claims or contentions before the Central Wage Board.

4. Parties pray that an Award Part I be made in the above terms.

Dated this the 29th day of October, 1965.

Sd/-
GEORGE K. VERGHESE
(Advocate) 29-10-1965

Sd/-
T. C. N. MENON
(Advocate)
Cochin Port Cargo Labour
Union

Sd/-
K.A. SUBRAMANIAM, Advocate
for C.T.T. Union

Sd/-
M.V. JOSEPH, Advocate for
C.P.T.U.

Sd/-
C. K. GEORGE, Secretary,
Cochin Port Boat Owner's
Association, Cochin 1.

Sd/-
T. M. ABOO, Secretary,
29-10-1965, Cochin Port
Cargo Labour Union, Cochin.

Sd/-
A. A. KOCHUNNY—20-10-65
Secretary, Cochin
Thuramugha Thozhilali
Union, Cochin.

Sd/-
A.A. MUHAMAD ALI, Convenor,
Cochin Port Thozhilali
Union, Cochin.

Before me,

Sd/- SALIM M. MERCHANT,
Presiding Officer,
Ernakulam, 29-10-1965.

[No. 28/62/62-LRIV.]

New Delhi, the 19th November 1965

S.O. 3671.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba and their workmen, which was received by the Central Government on the 15th November, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT

DHANBAD

In the matter of a Reference under Section 10(1) (d) of the Industrial Disputes Act, 1947.

REFERENCE No. 91 OF 1963.

PARTIES:

Employers in relation to Jamadoba Colliery of M/s. Tata Iron and Steel Co., Ltd.

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.,—*Presiding Officer.*

APPEARANCES:

For the Employers.—Sarvashri S. S. Mukherjee, Advocate and S. N. Singh, Legal Assistant.

For the Workmen.—Shri B. N. Sharma, President, Colliery Mazdoor Congress and the concerned workman in person.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 19th August, 1965

AWARD

By its Order No. 2/58/63-LR. II, dated the 23rd November, 1963, the Government of India, Ministry of Labour and Employment, referred to this Tribunal for adjudication, an industrial dispute existing between the Employers in relation to Jamadoba Colliery of M/s. Tata Iron and Steel Co., Ltd., Jamadoba, Post Office—Jealgora, District—Dhanbad and their workmen in respect of the matter specified in the schedule reproduced below:

SCHEDULE.

“Whether the dismissal of Shri Sukhlal, Mining Sirdar, Ticket No. 20610, Jamadoba Colliery, P.O. Jealgora by the management of Messrs Tata Iron and Steel Company Ltd., with effect from the 13th July, 1963 was justified? If not, to what relief is the workman entitled?”.

2. Today on 19th August, 1965, a joint petition of compromise, signed by the representatives of both the parties, including the concerned workman, was received with a prayer to record the compromise and to pass an award in terms thereof.

3. According to the compromise, dismissal of the workman concerned, Shri Sukhlal, Mining Sirdar of the Colliery stands confirmed. He is to be paid a sum of Rs. 2,800 by the employers. He will not have any claim for reinstatement or any other claim on the said employers and the parties will have to bear their own respective costs.

4. I have read the above compromise, which is marked Annexure “A”, and, in my opinion, the terms of the compromise are quite fair and reasonable and in the interest of both the parties, and, therefore, I accept the compromise and record it, as prayed for by the parties.

5. The reference is accordingly answered in terms of the compromise, Annexure “A”, and an award in terms of it is passed and the said compromise, Annexure “A”, is made a part of the award.

6. This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,

Dhanbad, dated the 19th August, 1965.

Central Government Industrial
Tribunal at Dhanbad.

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT'S INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 91 of 1963

PARTIES:

Employers in relation to Jamadoba colliery of M/s. Tata Iron and Steel Co., Ltd.,

AND

Their workmen.

RE.—Dismissal of Shri Sukhlal, Mining Sardar.

That at the request of Shri Sukhlal, the Workman concerned in the above reference, *vide* his application dated 26th June, 1965, the above reference has been amicably settled between the said Employers and the said Workman on the following terms:—

- (i) That Shri Sukhlal be paid a sum of Rs. 2,800 (Rupees Two thousand and Eight hundred only) by the Employers.
- (ii) That the dismissal of Shri Sukhlal stands.
- (iii) That Shri Sukhlal will not have any claim for reinstatement or any other claim on the said Employers.
- (iv) That the Parties will bear their own respective costs.

Prayer

That the said Employers and the Workman, therefore, request that an Award in the above Reference may kindly be given according to the terms of this agreement.

For Employers,

(Sd.) ILLEGIBLE,

Advocate,

19-8-1965.

Workman,

SUKHLAL,

19-8-1965.

Jamadoba, Jealgora P. O. Dhanbad District.
Dated 19-8-1965.

(Sd.) ILLEGIBLE,

19-8-1965.

[No. 2/58/63-LR.II.]

New Delhi, the 20th November 1965

S.O. 3672.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Bhubaneswar Behera, an employee of Messrs Orissa Mining & Engineering Company which was received by the Central Government on the 15th November, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD

CAMP: PATNA

COMPLAINT No. 13 OF 1965

ARISING OUT OF REFERENCE No. 23 OF 1965

Shri Bhubaneswar Behera, C/o Barbil Workers' Union, P.O. Barbil, Keonjhar
(Orissa).

vs.

M/s. Orissa Mining & Engineering Co., Thakurani. Contractors of M/s.
Orissa Minerals Devel. Co., Ltd., Barbil, Keonjhar (Orissa).

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

STATE: Orissa.

INDUSTRY: Minerals.

Camp: Patna, dated the 11th November, 1965

AWARD

This is a complaint made under Section 33A of the Industrial Disputes Act, 1947 in Reference No. 23 of 1965 by Shri Bhubaneswar Behera, an employee of M/s. Orissa Mining & Engineering Co. through his union filed on 27th May 1965 complaining against his retrenchment. On 11th October 1965 by registered post an application dated 6th October 1965 was received signed by the Managing Partner of the said Company stating that in anticipation of the improvement in the prospect of the management's work the management has been pleased to withdraw the retrenchment notice served on the workman concerned and as such 'P' Form notices may be treated as cancelled and inoperative.

A copy of the said letter was sent by the Managing Partner to the General Secretary, Barbil Workers' Union with Reference to the General Secretary's letter dated 31st May 1965, but no rejoinder or objection had been received by the Tribunal and there is nothing to show that the said petition of the management is not *bonafide* and that it has not been given effect to.

In the circumstances stated above, the complaint has become infructuous as the subject matter of the complaint has now been settled out of Court. The complaint is, therefore, dismissed without adjudication as infructuous in terms of the petition of the management referred to above.

This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer.

Central Government Industrial Tribunal,
Dhanbad.*Camp: Patna, dated the 11th November, 1965*

[No. 23/25/64-LRI.]

New Delhi, the 22nd November 1965

S.O. 3673.—In exercise of the powers conferred by sub-section (2) of section 33C of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby specifies the Labour Court, Delhi, constituted under section 7 of the said Act, by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 782, dated the 1st April, 1959, as the Labour Court which shall determine the amount at which any benefit referred to in that sub-section shall be computed in terms of money in respect of the following applications which have been pending with the said Labour Court, namely:—

- (i) LCA No. 497 of 1963, Shri C. G. Deshpandey Vs. L.I.C.; and
- (ii) LCA No. 499 of 1963, Shri A. R. Naraina Vs. L.I.C.

[No. F. 1/90/65-LRI.]

S.O. 3674.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi in the industrial dispute between the Air India, Bombay and their workmen which was received by the Central Government on the 14th November, 1965.

No. 3/15/65-NIT.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

REFERENCE No. NIT-1 OF 1964

PARTIES:

Employers in relation to Messrs Air-India, Bombay.

AND

Their Workmen.

PRESENT:

Shri G. D. Khosla, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Shri R. Venkataraman, Manager, Air-India, New Delhi.

On behalf of Workmen.—Shri V. S. Bhagat, of the All India Aircraft Engineers' Association.

INDUSTRY: Airlines.

PLACE: New Delhi.

AWARD (PART II.)

The All India Aircraft Engineers' Association Party No. 5 in the above dispute have arrived at an agreement with the Air India (Party No. 1). The agreement covers all the items which were referred to this Tribunal (in Part I to the Schedule to the Ministry of Labour and Employment Order of Reference No. S.O. 2561 dated 25th July, 1964) with the exception of four, viz., Item No. 27—Passage Regulations, Item No. 31—Retirement Age, Item No. 38—Hours of Work and Item No. 40—Gratuity. The decision with regard to these four items has been left to be determined by the National Industrial Tribunal.

2. A joint application (copy annexed hereto) has been made on behalf of Party No. 1 and Party No. 5 praying that the abovementioned agreement be made as an award in the dispute under the various items of the Schedule to the Order of Reference. In the interest of industrial peace I accept the settlement between the said two parties and accordingly make an award in terms of the agreement arrived at between the Air India and the All India Aircraft Engineers' Association with regard to all the items excepting the four items mentioned above. The agreement will form part of my award. I make no order as to costs.

NEW DELHI;

The 11th November, 1965.

G. D. KHOSLA,

Presiding Officer.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

(REFERENCE No. NIT-1 OF 1964)

In the matter of the Industrial Dispute before the National Industrial Tribunal between Air-India and the workmen as represented by the All India Aircraft Engineers' Association (Party No. 5).

May it please your Lordship!

The parties, named above respectfully submit as follows:—

In their Memorandum No. AIAEA/CD/1 dated 24th July, 1963, the All India Aircraft Engineers' Association (Party No. 5) made a number of demands relating to wages and other service conditions, out of which the items specified

below have been referred to this Hon'ble Tribunal for adjudication as per Schedule appended to the Government of India, Ministry of Labour and Employment Order No. S.O. 2561 dated 25th July, 1964.

Without prejudice to the submission of the respective parties to this Hon'ble Tribunal on the said items, the representatives of the Management and the Association (Party No. 5) have, in the meantime, carried on negotiations on all the demands, including the items referred to herein and as a result of the negotiations so held between the Management and Party No. 5 an Agreement, in full and final settlement of the said demands including the items specified in the Schedule referred to above, has been reached.

The Agreement so reached between the Management and Party No. 5 on the items before the Hon'ble Tribunal is set out hereunder:—

Agreement on items in the Schedule to Order No. S.O. 2561 dated 25-7-1964 issued by the Ministry of Labour and Employment, Government of India.

Item 1—Scales and Grades of Pay.

(i) Assistant Superintendent	Rs. 1200-100-1700
(ii) Aircraft Maintenance Engineer, Gr. I/Aircraft Radio Maintenance Engineer, Gr. I	Rs. 1000-100-1500
(iii) Aircraft Maintenance Engineer, Gr. II/Aircraft Radio Maintenance Engineer, Gr. II.	Rs. 750-50-1000-100-1200
(iv) Aircraft Maintenance Engineer, Gr. III/Aircraft Radio Maintenance Engineer, Gr. III.	Rs. 400-25-450-50-800

Item No. 2—Fixation in the new scales of pay.

(i) It is agreed that the pay of an employee shall be fixed in the scales referred to in item 1 with effect from 1st April, 1964, after adding one increment in the revised scale to his basic pay on that date. If after the addition of one increment, the basic pay is less than the minimum of the revised scale, the pay will be fixed at the minimum of the revised scale.

(ii) Except in cases where the pay is fixed at the minimum of the revised grade, the existing date of increment of the employees will remain unchanged. In cases in which the pay is fixed at the minimum, the date of next increment will be one year from the date of fixation.

(iii) In cases of an employee, who has reached the maximum in the existing scale of pay on 1st April, 1964, his next increment will be one year from the date of fixation.

Item No. 4—Dearness Allowance.

Dearness allowance shall be payable according to the following scale:—

Basic Pay Rs.	D.A. Rs.	Basic Pay Rs.	D.A. Rs.
400	157	950	211
425	162	1000	217
450	166	1100	227
500	175	1200	237
550	181	1300	247
600	187	1400	257
800	192	1500	267
850	198	1600	277
900	205	1700	287

(Note :—The D.A. for stages above Rs. 600/- and below Rs. 800/- will be the same as for Rs. 600/-)

Item No. 8—Transport/Car/Conveyance Allowance.

Conveyance Allowance shall be payable to the employees at the following rates :

	Rs.
Assistant Superintendent	100 .
Aircraft Maintenance Engineer, Gr. I/Aircraft Radio Maintenance Engineer, Gr. I	50 .
Aircraft Maintenance Engineer, Gr. II/Aircraft Radio Maintenance Engineer, Gr. II	50

Item No. 12—Shift Allowance.

There will be no change in the existing provisions on the subject. It is, however, agreed that Assistant Superintendents in the Maintenance Division of the Engineering Dept. who are regularly rostered in shifts will be paid a compensatory allowance of Rs. 150 per month in lieu of Shift Allowance.

Item No. 13—Licence Allowance.

The demand made for qualification pay, and endorsement allowance are dropped. It is, however, agreed that Technical Pay at the rates specified below will be payable to the employees:—

Assistant Superintendents	Rs. 250/- per month
Aircraft Maintenance Engineer, Gr. I/Aircraft Radio Maintenance Engineer, Gr. I	Rs. 200/- " "
Aircraft Maintenance Engineer, Gr. II/Aircraft Radio Maintenance Engineer, Gr. II	Rs. 100/- " "

Aircraft Maintenance Engineer Gr. II/Aircraft Radio Maintenance Engineer, Gr. II will be granted a qualification pay of Rs. 100. per month if they possess or acquire additional qualification as prescribed in the Annexure to this application.

Item No. 20—Insurance Coverage.

(a) It is agreed that if an Aircraft Maintenance Engineer is required to travel on duty as a supernumerary crew, he will be provided with an insurance cover of Rs. 35,000 against death by accident while flying as a member of such crew apart from the compensation admissible to him under the existing rules.

(b) Compensation for ground risks will be in accordance with the award of the N.I.T.

Item No. 21—Provident Fund.

It is agreed that the Technical Pay and Qualification Pay where admissible will be treated as pay for the purpose of Air-India Employees' Provident Fund Regulations.

Item No. 23—Leave Facilities.

It is agreed that if an employee who is granted disability leave for 90 days under the existing provisions is declared medically unfit to resume duties, he may be granted at the discretion of the General Manager an extension of such Disability Leave for a further period not exceeding 274 days which shall be on half basic pay plus half dearness allowance.

Item No. 27—Passage Regulations.

The demand is left for decision by the N.I.T.

Item No. 30—Medical Benefits/Facilities.

It is agreed that the present medical benefits to the Aircraft Maintenance Engineers will continue. Further, the Management has agreed in principle to evolve in consultation with the Association, at an early date, a contributory scheme, for extending a prescribed amount of medical facilities to the family of an Aircraft Maintenance Engineer.

Item No. 31—Retirement Age.

This demand is left for decision by the N.I.T.

Item No. 38—Hours of Work.

The working hours and minimum rest period between working periods are left for decision by the N.I.T.

Item No. 40—Gratuity.

Gratuity will be as per award of the N.I.T.

Item No. 53—Endorsement Allowance.

This is covered by the Agreement on item No. 13.

Item No. 56—Date of Implementation.

(i) It is agreed that scales of pay in item 1, and the other emoluments in items 4, 8 and 13 will have effect from 1st April, 1964.

(ii) The recalculation of shift allowance, overtime allowance, Sunday allowance, settling down allowance, clothing allowance, meal allowance or recoveries of house rent for occupation of staff quarters, which are related to basic pay shall, notwithstanding the change in the basic pay with effect from 1st April, 1964 be made and adjusted only with effect from 1st January, 1965. There will be no retrospective calculation of outstation/halt allowance or readjustment of such allowance for any period consequent upon the change in basic pay under this Agreement.

(iii) Except as provided under (i) and (ii) above, this Agreement will not have any retrospective effect.

Except to the extent provided under the Agreement, and in consideration of the other terms of this Agreement, the demands under the following items are dropped:

Item No. 5—House Rent Allowance/conditions governing allotment of accommodation.

Item No. 9—Overtime payment.

Item No. 10—Working on scheduled 'off' day/holidays.

Item No. 11—Jet/Hazard Allowance for ground staff.

Item No. 13—Licence Allowance.

Item No. 17—Travelling Allowance.

Item No. 19—Efficiency Bonus.

Item No. 23—Leave facilities.

Item No. 34—Outstation Allowance.

Item No. 35—Resettlement Allowance.

Item No. 39—Promotion.

Item No. 54—Meal Allowance.

Item No. 55—Secondary Increment.

Further, this Agreement, which has been reached in full and final settlement of all the demands contained in the All India Aircraft Engineers' Association's (Party No. 5) Memorandum No. AIAEA/CD/1, dated 24th July, 1963 including the items Nos. 1, 2, 4, 5, 8, 9, 10, 11, 12, 13, 17, 19, 20, 21, 23, 27, 30, 31, 34, 35, 38, 39, 40, 47, 53, 54, 55 and 56 as enumerated in Part I of the Schedule appended to the Government of India, Ministry of Labour and Employment Order No. S.O. 2560, dated 25th July, 1964, will remain in force for a period of three years from the date of publication of the Award to be made by the Hon'ble Tribunal.

The parties pray for the orders of the Hon'ble Tribunal on this application which may be passed as an Award on the disputes under various items of the Schedule indicated above.

For and on behalf of the Air-India Corporation.
(Sd.) A. S. BANAVALKAR,

Personnel Manager.

For and on behalf of the All India Aircraft Engineers' Association.
(Sd.) K. R. N. SWAMY,

Secretary.

Witness:

1. (Sd.) V. S. BHAGAT.

2. (Sd.) P. M. THAKUR.

Dated Bombay, the 15th October, 1965.

[No. 17(2)/64-LRIV.]

ORDERS

New Delhi, the 16th November 1965

S.O. 3675.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Umaria Colliery of M/s. Rewa Coal Fields Limited Umaria District Shahdol, Madhya Pradesh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

- (i) Whether the retrenchment of 65 workmen as mentioned in annexure 'A' to this Schedule with effect from the 7th June, 1964 was justified and lawful? If not to what relief these workmen are entitled?
- (ii) Whether the retrenchment of 36 workmen as mentioned in Annexure 'B' to this Schedule in January 1965 was justified and lawful? If not, to what relief the workmen are entitled?

ANNEXURE 'A'

S. No.	Name	Token No.	Profession	When retrenched
1.	Sudama	848	General Mazdoor	7.6.64
2.	Bhuriya	850	"	"
3.	Tillaiya	83	Mason	"
4.	Galbal	3	Haulage Driver	"
5.	Darshan Singh	771	"	"
6.	Smaru	770	"	"
7.	Jiwan	778	"	"
8.	Faqir Mohd.	777	"	"
9.	Babulal	772	"	"
10.	Ranmat Singh	773	Tram	"
11.	Adhar Singh	767	"	"
12.	Vijay Prasad	758	"	"
13.	Sata Nand	759	"	"
14.	Harpal Singh	760	"	"
15.	Babu Singh	762	"	"
16.	Semali	761	"	"
17.	Babu Lal	764	"	"
18.	Sekh Saddiq	765	"	"
19.	Jahur Md.	722	"	"
20.	Jagalya	711	"	"
21.	Shiv Dayal	731	"	"
22.	Din Dayal	740	"	"
23.	Kashi Prasad	436	Chhana Mazdoor	"
24.	Shiv Sahai	307	"	"
25.	Daddi	371	"	"
26.	Kariya	357	"	"
27.	Domari	352	"	"
28.	Prabhu	353	"	"
29.	Sukhua	363	"	"
30.	Bis Ram	365	"	"
31.	Punna	356	"	"
		334	"	"

S. No.	Name	Token No.	Profession	When retrenched
32.	Gulab	335	Chhana Mazdoor	7-6-64
33.	Ram Das	336	"	"
34.	Dhanu	338	"	"
35.	Hepali	340	"	"
36.	Sahdevna	341	"	"
37.	Babulal	344	"	"
38.	Lala	345	"	"
39.	Arjan	346	"	"
40.	Laktakiyya	347	"	"
41.	Rithua	349	"	"
42.	Budhua	350	"	"
43.	Kisna	366	"	"
44.	Mahadevna	367	"	"
45.	Bisram	354	"	"
46.	Budhu	361	"	"
47.	Babu Ram	205	Stoker	"
48.	Namiya	211	B. C. Boy	"
49.	Hamid Khan	170	Binding Driver	"
50.	Sekh Md.	304	"	"
51.	Dhani	305	"	"
52.	Pusu	302	Boiler Attendant	"
53.	Kodu	303	"	"
54.	Ghebriya	313	Boiler Foreman	"
55.	Semali	312	"	"
56.	Dan Bahadur Singh	570	Bijli Mazdoor	"
57.	Kesari Singh	569	"	"
58.	Summa	557	Fitter Helper	"
59.	Gulua	372	Lohar	"
60.	Pandu	876	Pump Driver	"
61.	Babu Lal	883	"	"
62.	Manidhar Prasad	266	Siding Mazdoor	"
63.	Ritua	751	Trammer	"
64.	Kunji	827	Trammer Mazdoor	"
65.	Gulab Singh	319	Haulage Driver	"

ANNEXURE 'B'

S. No.	Name	Token No.	Designation
1.	Sheo Prasad	177	P. H. Driver
2.	Somali	178	"
3.	Mithuwa	179	"
4.	Ahmad	181	Power House Oiler
5.	Chhuttan	174	Boiler Attendant
6.	Devi Prasad	187	Do.
7.	Ram Prasad	175	Do.
8.	Khajuwaa	188	Fireman
9.	Bhaiyalal	189	Do.
10.	Harideen	190	Do.
11.	Dhanoo	191	Do.
12.	Ganpat	193	Do.
13.	Akali	194	Do.
14.	Bishashwar	311	Do.
15.	Chaitu	195	Stoker

Sl. No.	Name	Token No.	Designation
16.	Shambhu	198	Stoker
17.	Ramdayal	199	Do.
18.	Chandu	200	Do.
19.	Ram Prasad	201	Do.
20.	Ram Prasad	202	Do.
21.	Satainyan	203	Do.
22.	Aktoo	208	B. C. Boy
23.	Babuli	210	Do.
24.	Samaroo	215	Ash Mazdoor
25.	Ram Dass	227	Haulage Driver
26.	Dundi Ram	269	Sofiner Driver
27.	Dassainyan	233	Water Mazdoor
28.	Bhaiyalal	234	Do.
29.	Natthoo	238	P. H. Mazdoor
30.	Ram Bishal	239	Do.
31.	Ramphal	240	Do.
32.	Chunkai	112	Fitter
33.	Mithailal	121	Saw Man
34.	Chandrika Prasad	143	Welder
35.	Mohan	154	Workshop Mazdoor
36.	Mangalia	156	Do.

[No. 5/13/65-LR II]

S.O. 3676.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Rawanwara Colliery (owned by M/s. Amalgamated Coalfields Limited) and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Rawanwara Colliery were justified in stopping Sarvashri Budhram, Punoo and Roshan, Winding Engine Khalasis, from work with effect from the 29th January, 1965? If not, to what relief are the workmen entitled?

[No. 5/29/65/LR II.]

S.O. 3677.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Sinidih Colliery of Messrs Bamandiha Coal Company Limited, Post Office Katrasgarh, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the management of New Sinidih Colliery of Messrs Bamandiha Coal Company Limited, were justified in terminating the services of Sarvashri Upon Rewani, Prop Mistry and Nandu Dhoba, Pump Khalasi with effect from the 16th June, 1965?

(2) If not, to what relief are the workmen entitled?

[No. 2/107/65-LRII.]

S.O. 3678.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the 6 and 7 pits Jamadoba Colliery of Messrs Tata Iron and Steel Company Ltd., Jamadoba P.O. Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the management of 6 and 7 Pits of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Jealgora Post Office, District Dhanbad were justified in maintaining the Service record of Shri Mahato only from 19th May, 1961, instead of 9th July, 1956, the first day of his appointment?

(2) If not, to what relief is the workman entitled?

[No. 2/112/65-LRII.]

S.O. 3679.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lachhami Colliery Limited, Patherdih and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Lachhami Colliery P.O. Patherdih, District Dhanbad were justified in not admitting on duty Shri Awdhesh Mishra, Office Peon and Shri Harinandan Singh, Fireman, on their return from one month's sanctioned leave with effect from the 5th January, 1965?

If not, to what relief are the workmen entitled?

[No. 2/113/65-LR.II.]

New Delhi, the 17th November 1965

S.O. 3680.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Sinidih Colliery of Messrs Bamandiha Coal Co. Ltd., P.O. Kharkharee, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE.

- (1) Whether the action of the management of New Sinidih Colliery of M/s. Bamandiha Coal Co. Ltd., P.O. Kharkharce in terminating the services of S/Shri Sachindranath Guha, Coal Mines Provident Fund and Bonus Clerk and S. Kumar Sarkar, Register Keeper with effect from the 17th July, 1965 and 31st July, 1965 respectively, was legal and justified?
- (2) If not, to what relief are the workmen entitled?

[No. 2/105/65-LRII.]

S.O. 3681.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Messrs Gogte Mines, Redi and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE.

Whether the workmen of Messrs Gogte Mines, Redi are entitled to be paid festival holidays from the year 1965 and if so, to how many such holidays are they entitled?

[No. 24/33/65-LRI.]

S.O. 3682.—Whereas the Central Government is of opinion that an Industrial dispute exists between:—

- (1) the Secretary, Shipping Employers Federation, Visakhapatnam;
- (2) Messrs R. V. Briggs and Company (P) Ltd., Visakhapatnam;
- (3) Mitra S. K. Private Ltd., Visakhapatnam;
- (4) K. Rambrahman and Sons (P) Ltd., Visakhapatnam;
- (5) Italah Private Ltd., Visakhapatnam;
- (6) T. C. R. Corporation, Visakhapatnam;
- (7) Essen and Company (P) Ltd., Visakhapatnam;
- (8) Superintendence Company of India (P) Ltd., Visakhapatnam;
- (9) General Superintending Company of India Ltd., Visakhapatnam;
- (10) G. S. Murti, Ch. Agastayya and Company, Visakhapatnam;
- (11) P. V. Ramana Murty, Visakhapatnam;
- (12) La Rive & Company, Visakhapatnam;
- (13) R. B. Seth Shreeram Durgaprasad Ltd., Visakhapatnam;
- (14) Balailal Mookerjee and Company Private Ltd., Visakhapatnam;
- (15) James Finlay and Company, Ltd. Visakhapatnam;
- (16) Roy and Chatterjee Private Ltd., Visakhapatnam;
- (17) Gordon Woodroffe and Company (Madras) Private Ltd., Visakhapatnam;
- (18) Manganese Ore (India) Ltd., Visakhapatnam;
- (19) Minerals and Metals Trading Corporation of India Ltd., Visakhapatnam;
- (20) R. S. G. K. Agrawal Sons, Visakhapatnam;
- (21) R. S. Gopikisan Agrawal (Shippers) P. Ltd., Visakhapatnam;
- (22) Satyanarayan Khaitan Private Ltd., Visakhapatnam;
- (23) Ram Bhadur Thakur and Company, Visakhapatnam;
- (24) Rungta Sons Private Ltd., Visakhapatnam;
- (25) International Shipping Corporation, Visakhapatnam;
- (26) International Clearing and Shipping Agency, Visakhapatnam;
- (27) Best and Company Private Ltd., Visakhapatnam;
- (28) S. K. Sataogi and Company Private Ltd., Visakhapatnam;

- (29) A. V. B. & G. Pattabhiramayya and Company, Visakhapatnam;
- (30) Shreeram Shipping Service Private Ltd., Visakhapatnam;
- (31) Ripley and Company, Ltd., Visakhapatnam;
- (32) Sarat Chatterjee and Company Private Ltd., Visakhapatnam;
- (33) F. W. Heilgers and Company Private Ltd., Visakhapatnam;
- (34) Fairmacs Trading Company, Visakhapatnam;
- (35) Prince and Company, Visakhapatnam;
- (36) D. S. Narayana and Company, Visakhapatnam;
- (37) Chinoy Chabalani and Company, Visakhapatnam;
- (38) India Steamship Company Ltd., Visakhapatnam;
- (39) Parry and Company, Ltd., Visakhapatnam;
- (40) Volkart (India) Ltd., Visakhapatnam;

and—

Their workmen represented by the Commercial Employees Union, Visakhapatnam and the Dock Workers' Union, Visakhapatnam in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Dr. Mir Siadat Ali Khan, shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE.

- (1) (a) Whether the demand of the monthly paid clerical and subordinate staff and godown Khalasis employed by shipping employers for payment of interim relief and dearness allowance as recommended by the Central Wage Board for Port and Dock Workers at major Ports is justified?
- (b) If so, from what date are the said benefits payable?
- (2) Having regard to the workload, is the demand for employing six workers per wagon for unloading ore justified?

[No. 28/88/65-LRIV.]

New Delhi, the 20th November 1965

S.O. 3683.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kalyani Selected Kargali Colliery, Post Office Bernuo, District Hazaribagh, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the management of the Kalyani Selected Kargali Colliery are responsible for the temporary closure with effect from the 2nd August, 1965, of the mine under section 22 of the Mines Act, 1952 having regard to the fact that they did not comply earlier with the orders of the Mines Inspector under section 22(1) of the said Act to instal the mechanical ventilator?

- (2) If so, whether the workmen employed in the said colliery, who have been forced to go idle with effect from the 2nd August 1965 and are still continuing to be so, are entitled to full wages for the above period taking into consideration the fact that the management have not notified any lay-offs as required under rule 75A of the Industrial Disputes (Central) Rules, 1957, and have refused to pay lay-off wages?

[No. 2/119/65-LRII.]

S.O. 3684.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kendra Colliery, Post Office Pandaveswar, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE.

- (1) Whether the suspension by the management of Kendra Colliery of their workman Shri Sahadeb Chamar, Underground Loader, for two days namely, 2nd June 1964 and 3rd June 1964, was an act of victimisation?
- (2) If so, to what relief is the workman entitled?

[No. 6/92/64-LRII.]

S.O. 3685.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ramnagar Colliery, Post Office Pandaveswar District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the dismissal of Shri Dudhnath Rajbhar, Timber Mazdoor, with effect from the 11th May, 1964 by the management of Ramnagar Colliery, was an act of victimisation?
- (2) If so, to what relief is the workman entitled?

[No. 6/96/64-LRII.]

S.O. 3686.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Quarry at Pamba, District Kottayam, of Messrs Hindustan Construction Company, Post Office Pamba, District Kottayam and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under Section 7A of the said Act.

SCHEDULE

- (1) Whether the workmen employed in the stone quarry at Pamba, Distt. Kottayam of Messrs. Hindustan Construction Company Limited are entitled for Bonus for the years 1962-63 and 1963-64?

- (2) If so, to what extent?

[No. 36/33/65-LRI.]

S.O. 3687.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Union Co-operative Insurance Society Limited, Calcutta and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the management of the Union Co-operative Insurance Society Limited, Calcutta were justified in terminating the services of Mrs. Chessy Augustine with effect from the 30th April, 1965?
- (2) If not, to what relief is she entitled?

[No. 70(14)/65-LRIV.]

New Delhi, the 22nd November 1965

S.O. 3688.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Surakachhar Colliery of National Coal Development Corporation Limited, Post Office Banki Mongra, District Bilaspur (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of Surakachhar Colliery of National Coal Development Corporation Limited, Post Office Banki Mongra, District Bilaspur (Madhya Pradesh) in dismissing Shri Bhaiyalal, Driver, was justified?
- (2) If not, to what relief is the workman entitled?

[No. 5/21/65-LRII.]

S.O. 3689.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Kothagudum and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Dr. Mir Siadat Ali Khan, as the Presiding Officer, with Headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- (1) Whether the demand of Shri P. Seetharamayya, Stenographer, Paymaster's Office, Singareni Collieries Company Limited, Kothagudum, for being placed in the grade of Rs. 115-10-185-EB-2½-200 as Senior Stenographer is justified?
- (2) If so, to what relief is he entitled and from which date?

[No. 7/19/65-LRII.]

S.O. 3690.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Moriija Iron Ore Mines of Messrs. Damodardas Khandelwal, Jaipur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Jawan Singh Ranawat shall be the Presiding Officer, with Headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- (1) Whether the termination of services of Sri Din Dayal Jhalani employed as Accounts Clerk by the management of Moriija Iron Ore Mines is justified?
- (2) If not, to what relief is the workman entitled?

[No. 37/41/65-LRI.]

CORRIGENDUM

New Delhi, the 17th November 1965

S.O. 3691.—In the Order of the Government of India in the Ministry of Labour and Employment No. S.O. 205, dated the 11th January, 1965, published at page 242 of the Gazette of India, Part II—Section 3, Sub-section (ii), dated the 16th January 1965, for the Schedule, substitute the following namely:—

SCHEDULE

Whether the quarry miners of the North Bhagatdih Colliery are entitled to any extra remuneration for coming on loaded trucks from the working faces to the depot and for unloading coal at the depot, and, if so, at what rate and from what date?"

[No. 1/25/63-LR.II.]

II. C. MANGHANI, Under Secy.

New Delhi, the 16th November 1965

S.O. 3692.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, in sub-clause (3) of clause 51, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

S.O. 3693.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Mormugao Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, in sub-clause (3) of clause 54, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

S.O. 3694.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. The Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Calcutta Dock workers (Regulation of Employment) Scheme, 1956, in sub-clause (3) of clause 52, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

S.O. 3695.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Madras Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956, in sub-clause (3) of clause 52, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

S.O. 3696.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, in sub-clause (3) of clause 51, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

S.O. 3697.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, in sub-clause (3) of clause 52, for the words "fifty per cent" the words "hundred per cent" shall be substituted.

[No. 524/45/65-Fac.]

K. D. HAJELA, Under Secy.

New Delhi, the 17th November 1965

S.O. 3698.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961) read with sub-rule (3) of rule 3 of the Iron Ore Mines Welfare Cess Rules, 1963, the Central Government hereby appoints Sarvashri K. K. Sengupta, Superintendent, Ore Mines and Quarries, Bhilai Steel Plant, Bhilai and T. B. Malhotra, General Manager, National Minerals Development Corporation, Bailadaila Iron Ore Project, Jagdalpur, (Bastar), Madhya Pradesh as members of the Advisory Committee for the States of Madhya Pradesh and Maharashtra to represent the interests of the Iron Ore Mines Owners of these States and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. 326 dated

18th January, 1964 published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 25th January 1964 namely:—

In the said notification, in the entries relating to Representative of the Iron Ore Mines Owners of Madhya Pradesh and Maharashtra,—

- (a) against serial No. 5, for the entry “Shri D. K. Basu, Superintendent of Ore Mines and Quarries, Hindustan Steel Limited, Bhilai”, the entry “Shri K. K. Sengupta, Superintendent, Ore Mines and Quarries, Bhilai Steel Plant, Bhilai” shall be substituted;
- (b) against serial No. 6, for the entry “Shri Govind Prasad Sharma, Owner of Prataprura Iron Ore Mine, P.O. Mazgana, Madhya Pradesh”, the entry “Shri T. B. Malhotra, General Manager, National Minerals Development Corporation, Bailadaila Iron Ore Project Jagdalpur (Bastar), Madhya Pradesh” shall be substituted.

[No. 19/8/65-MIII.]

New Delhi, the 22nd November 1965

S.O. 3699.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952) and in supersession of the notifications of the Government of India in the Ministry of Labour and Employment Nos. G.S.R. 975 dated the 11th August, 1960 and S.O. 633 dated the 7th February, 1964, the Central Government hereby exempts the parts of mines and classes of persons specified in column (1) of the Schedule hereto annexed from the operation of the provisions of the said Act as are specified in the corresponding entry in column (2) thereof, subject to the conditions, if any, specified in the corresponding entry in column (3) thereof.

SCHEDULE

Names of mines and classes of persons exempted	Provisions from which exemption is granted	Condition attached to exemption
(1)	(2)	(3)
1. (a) All coal washeries forming part of mines.	All	
(b) All coke plants forming part of mines which have arrangements for recovery of bye-products.	All	
2. The following mines in the States of Assam, West Bengal and Bihar, namely : The crude oil pipe line from the oilfield of Naharkatia to the petroleum refineries at Noonmati, Gauhati and Barauni owned by M/s. Oil India Ltd.	All	
3. The following mines in the State of Madras The Briquetting and Carbonising Plant of M/s. Neyveli Lignite Corporation Ltd., at Neyveli.	All	
4. Stone crushing plants forming part of the mines situated in Greater Bombay wherein ten or more workers are employed or were employed on any day of the preceding twelve months in the crushing and sizing of stone.	All	

(1)	(2)	(3)
5. Persons employed on the surface in loading or unloading transport trucks used for transporting ore or other material by road to or from outside destinations, or in loading or unloading railway wagons and in screening and washing plants and on work of sampling connected therewith.	The provisions contained in section 36.	
6. Women employed on surface in loading or unloading railway wagons or of sand or in screening and washing plants or in work connected with fighting, isolating and controlling of fires.	The provisions contained in section 46	Provided that no such women so exempted shall be permitted to be employed in such operations between the hours of 10 P.M. and 5 A.M. and notwithstanding anything contained in section 30(2) there shall be an interval of not less than eleven hours between successive period of employment.
7. Attendants employed on surface in power or boiler houses, engine, motor or compressor rooms, winding or hoisting, ventilation or air conditioning, mechanical screening, washing, loading or mineral dressing and separating plants, banksmen, signalmen, loco-drivers, trollymen, trammers, lamp checkers and contraband body searchers.	Section 28 and sub-section (2) of section 30.	The period of work shall not normally exceed eight hours in any day.
8. Attendants employed below ground on continuously operated machinery, haulage engine drivers, pumpmen, on-setters, signalmen and bellmen.	Section 28.	
9. Persons defined in Rules as holding positions of supervision of management or employed in confidential capacity.	The provisions contained in sections 29, 33, 35 and 36.	Provided that the exemption from section 33 shall not operate to the prejudice of any rights to which such person may be entitled under the terms of any award, agreement, or contract of service.

(1)	(2)	(3)
10. Persons employed in welfare services including pithead baths, canteens and creches ; in the issuing of foodstuff, in hospitals and dispensaries, in sanitary or conservancy work other than in underground and workshop premises, in "watch and ward", and clerks, accountants, time-keepers, register keepers and orderlies on the surface.	All provisions of Chapter VI excepting the provisions contained in sections 28, 29, 33, 38, 44, 45, 46 and sub-sections (1) and (4) of section 48.	Provided that section 46 insofar as it prohibits the employment of women except between the hours of 6 A.M. and 7 P.M. shall not apply to women employed in pithead baths, creches and canteens and midwives and nurses employed in hospitals and dispensaries.
11. Women employed in health and welfare services, and who in the course of their duties occasionally have to enter the underground workings of a mine for purposes other than manual work.	Section 46 insofar as it prohibits the employment of women below ground.	Provided further that section 28 shall not apply to nurses, midwives and dais when they are required to attend to any case of child birth. Every such woman before entering the workings belowground shall be in possession of a pass granted by the manager which shall show the date or dates and hours between which she is permitted to be present belowground.
12. Persons employed in drilling deep oil wells where such drilling has to be carried on continuously.	Section 28 and sub-section (1) of section 30.	
13. Mines (other than oil mines) wherein not more than fifty persons are employed and where only prospecting operations are being carried by means of drilling rigs.	All provisions of the Mines Act, 1952 except those contained in sections 7, 8, 9, 44, 45 and 46.	
14. Any mine in which seismic survey operations are carried on by Oil and Natural Gas Commission for so long as the operations are confined to seismic survey.	All	

[No. 6/8/65-MI.]

B. K. SAKSENA, Under Secy.

(Office of the Chief Labour Commissioner)

ORDERS

New Delhi, the 19th November, 1965

S.O. 3700.—Whereas an application has been made by the establishment carrying on operation concerning Coal Mine mentioned in the Schedule below for extension of the period specified in clause (b) of section 19 of the Payment of Bonus Act, 1965 (No. 21 of 1965), for the payment of bonus to the employees of the said establishment, for the accounting year ended on the 28th February, 1965;

And whereas Chief Labour Commissioner is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the said Act, read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65 dated the 28th August, 1965 I, Teja Singh Sahni, Chief Labour Commissioner hereby extend the period within which the said bonus shall be paid by the establishment to 10 (ten) months from the close of the accounting year ended on the 28th February, 1965.

THE SCHEDULE

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|---|---|
| (1) Central Bhowrah Coal Company (Private) Ltd., Jharia (Dhanbad).) | (in respect of Central Bhowrah Colliery). |
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[No. BO-25(3)1/65/Vol. II.]

S.O. 3701.—Whereas an application has been made by the establishments carrying on operation concerning Coal Mine mentioned in the Schedule below for extension of the period specified in clause (b) of section 19 of the Payment of Bonus Act, 1965 (No. 21 of 1965), for the payment of bonus to the employees of the said establishments, for the accounting year ended on the 31st January, 1965.

And whereas Chief Labour Commissioner is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the said Act, read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65 dated the 28th August, 1965 I, Teja Singh Sahni, Chief Labour Commissioner hereby extend the period within which the said bonus shall be paid by the establishments to 11 (eleven) months from the close of the accounting year ended on the 31st January, 1965.

THE SCHEDULE

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| 1. Kishorilal and Company Post Box No. 259, 18, Netaji Subhas Road (Second floor) Calcutta-I. | (in respect of Rajhara Colliery.). |
| 2. The Searsole Coal Co., Ltd., 22, Chittaranjan Avenue, Calcutta-13. | (in respect of Searsole Colliery.). |

[No. BO-25(3)/1/65/Vol. II.]

S.O. 3702.—Whereas an application has been made by the establishments carrying on operation concerning coal mine mentioned in the Schedule below for extension of the period specified in clause (b) of section 19 of the Payment of Bonus Act, 1965 (No. 21 of 1965), for the payment of bonus to the employees of the said establishments, for the accounting year ended on the 31st December, 1964;

And whereas Chief Labour Commissioner is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the said Act, read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65 dated the 28th August, 1965 I, Teja Singh Sahni, Chief Labour Commissioner hereby extend the period within which the said bonus shall be paid by the establishments to 12 (twelve) months from the close of the accounting year ended on the 31st December, 1964.

THE SCHEDULE

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| (1) Albion Colliery Company, P.O. Karmatand (Dhanbad) Rly. St. Jamuniatand, S.E. Rly. | (In respect of Albion Colliery). |
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| (2) East Barkuhi Colliery, Civil Lines Chhindwara. | (in respect of East Barkuhi Colliery). |
| (2) Ghorawari and Hirdagarh Collieries, Civil Lines, Chhindwara. | (in respect of Ghorawari and Hirdagarh Collieries). |
| (4) The Hindusthan Lalpeth Colliery Post Box No. 7, Chandrapur (Maharashtra). | (in respect of Hindusthan Lalpeth Colliery). |
| (5) Kapasara Coal Co., Kapasara Colliery P.O. Jharia (Dhanbad). | (in respect of Kapasara Colliery). |
| (6) Khas Jeenagora Coal Company Private Ltd., P.O. Khas Jeenagora, Dist. Dhanbad E. Rly. | (in respect of Khas Jeenagora Colliery). |
| (7) Khas Mehtadih Colliery Co., P.O. Katrasgarh, E. Rly. (Dhanbad.). | (in respect of Khas Mehtadih-Selected Jamuatand Colliery.) |
| (8) New Huntodih Coal Co., Ltd., 178, Mahatma Gandhi Road, Calcutta-7. | (in respect of Colliery at Mohuda S.E. Rly., Dhanbad.) |
| (9) North Bhagatdih Colliery, P.O. Jharia, E. Rly., (Dhanbad). | (in respect of North Bhagatdih Colliery). |
| (10) North East Salanpur Colliery, P.O. Samdi, Dist. Burdwan. (M/s. C. L. Madeka and Co.) | (in respect of North East Salanpur Colliery). |
| (11) South Barora Colliery, P.O. Nawagarh, Dist. Dhanbad. | (in respect of South Barora Colliery). |
| (12) West Barkuhi Colliery Civil Lines, Chhindwara. | (in respect of West Barkuhi Colliery). |

[No. BO-25(3)/1/65.]

TEJA SINGH SAHNI,
Chief Labour Commissioner (C).

